



**Wednesday, April 22, 2026
Board of Education Meeting**

START TIMES FOR AGENDA ITEMS ARE APPROXIMATE

Work Session, Board Room, [3:00 p.m.]

Closed Session, Board Room [4:00 p.m.]

Administrative Function, Board Room [4:30 p.m.]

Regular Meeting, Board Room [6:00 p.m.]

**191 South East Street
Frederick, MD**

1. WORK SESSION (OPEN MEETING) [3:00 P.M.]

- 1.01 Call to Order
- 1.02 Approval of the April 22, 2026 Board of Education Meeting Agenda
- 1.03 Bid Calendar Item
- 1.04 Bid 26M3, Grass Mowing Services
- 1.05 Bid 26M5, Unit Price Contract for Abatement of Hazardous Materials
- 1.06 Bid 24M6, Water Heaters & Thermostatic Water Mixing Valves (Renewal)
- 1.07 Current Expense Amendment 2-26
- 1.08 Carroll Creek Lease of Yellow Springs Elementary Building
- 1.09 Policy 425, Flag Display and Salute
- 1.10. Special Education Update
- 1.11. Monocacy Valley Montessori Public Charter (MVMPCS) School Annual Report
- 1.12. Artificial Intelligence (AI) Update
- 1.13. Community Listening Session Debrief
- 1.14. Motion to Move Into Closed Session
- 1.15. Adjournment

2. CLOSED SESSION [4:00 p.m.]

- 2.01 Call to Order
- 2.02 Adjournment

3. ADMINISTRATIVE FUNCTION [4:30 p.m.]

- 3.01 Call to Order

3.02 Adjournment

4. REGULAR MEETING - Preliminary Items [6:00 p.m.]

4.01 Call to Order

4.02 Pledge of Allegiance

4.03 Closed Session Announcement

4.04 Administrative Function Announcement

4.05 Approval of the March 25, 2026 Board of Education Meeting Minutes

4.06 System Recognitions: Month of the Young Child Proclamation, National Autism Acceptance Month Proclamation, School Library Month Proclamation

4.07 System Recognition: Teacher Appreciation Week Proclamation

4.08 Administrative Assistants/Administrative Professionals Day Proclamation

4.09 Public Comment

4.10. Superintendent Comments

4.11. Student Member Comments

4.12. Board Member Comments

5. Regular Meeting - Action Consent

5.01 Staffing Changes

5.02 Proposed New Courses, Pilot Courses, and Curriculum Revisions

6. Board Items

6.01 Policy 412, Partnerships (NEW)

6.02 Fiscal Year 2027 Operating Budget Update

7. Setting of the Next Meeting Agenda

7.01 Setting the Meeting Agenda for the May 6, 2026 Board of Education Meeting

8. Committee Reports and Legislative Updates

8.01 Legislative Updates

8.02 Policy Committee Report

8.03 Curriculum & Instruction Committee Report

8.04 Committee Reports

9. Informational Items

9.01 Quarterly Agenda for Board Meetings

9.02 Future Agenda Items

10. Adjournment

10.01 Adjournment



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.01 Call to Order
Type	Procedure



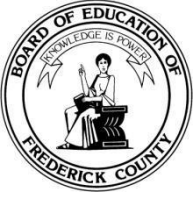
Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.02 Approval of the April 22, 2026 Board of Education Meeting Agenda
Type	Action
Suggested Action	Board approval of the April 22, 2026 Board of Education Meeting Agenda

ATTACHMENT(S):

[04.22.26 Agenda Public Regular Format.pdf](#)



**April 22, 2026, Board of Education Meeting
191 South East Street, Frederick, Maryland
Board Room**

- 1. WORK SESSION – START TIMES FOR AGENDA ITEMS ARE APPROXIMATE** 3:00 p.m.
 - 1.01 Call to Order
 - 1.02 Approval of the April 22, 2026 Meeting Agenda (Action)
 - 1.03 Bid Calendar Item (Information)
 - 1.04 Bid 26M3, Grass Mowing Services (Action)
 - 1.05 Bid 26M5, Unit Price Contract for Abatement of Hazardous Materials (Action)
 - 1.06 Bid 24M6, Water Heaters & Thermostatic Water Mixing Valves (Renewal) (Action)
 - 1.07 Current Expense Amendment 2-26 (Action)
 - 1.08 Carroll Creek Lease of Yellow Springs Elementary Building (Information/Discussion/Action)
 - 1.09 Policy 425, Flag Display and Salute (Information/Discussion/Action)
 - 1.10 Special Education Update (Information)
 - 1.11 Monocacy Valley Montessori Public Charter (MVMPCS) School Annual Report (Information/Discussion)
 - 1.12 Artificial Intelligence (AI) Update (Information/Discussion/Action)
 - 1.13 Community Listening Session Debrief (Information/Discussion)
 - 1.14 Motion to Move into Closed Session (Action)
 - 1.15 Adjournment

- 2. CLOSED** 4:00 p.m.
 - 2.01 Call to Order
 - 2.02 Adjournment

- 3. ADMINISTRATIVE FUNCTION** 4:30 p.m.
 - 3.01 Call to Order
 - 3.02 Adjournment

- 4. REGULAR MEETING – START TIMES FOR AGENDA ARE APPROXIMATE** 6:00 p.m.
 - 4.01 Call to Order
 - 4.02 Pledge of Allegiance
 - 4.03 Closed Session Announcement
 - 4.04 Administrative Function Announcement
 - 4.05 Approval of the March 25, 2026 Board of Education Meeting Minutes (Action)
 - 4.06 System Recognition: Month of the Young Child Recognition Proclamation, National Autism Acceptance Month Proclamation, School Library Media Month Proclamation (Action)
 - 4.07 System Recognition: Teacher Appreciation Week Proclamation (Action)
 - 4.08 System Recognition: Administrative Assistants/Administrative Professionals Day Proclamation (Action)
 - 4.09 Public Comment
The Board views public comment as an opportunity to hear concerns of the public, with the understanding and expectation that it is not considered a question and answer platform with Board members. Consequently, the Board will not provide a response to public comment presented in its meeting or by submission of a written comment, although it may follow-up with the individual as may be appropriate. In order to have an orderly presentation of comments by the public and to maximize the opportunity for public comment, students, individuals and organization representatives shall be limited to 3 minutes for their public comment. When the buzzer sounds, you will be asked to complete your sentence. A total of 60 minutes is allotted for public comment.
 - 4.10 Superintendent Comments
 - 4.11 Student Member Comments
 - 4.12 Board Member Comments

- 5. ACTION ITEMS/CONSENT**
 - 5.01 Staffing Changes (Action/Consent)
 - 5.02 Proposed New Courses, Pilot Courses and Curriculum Revisions (Action/Consent)

- 6. BOARD ITEMS**
 - 6.01 Policy 412, Partnerships (New) (Information/Discussion/Action)
 - 6.02 Fiscal Year 2027 Operating Budget Update (Information/Discussion)



**April 22, 2026, Board of Education Meeting
191 South East Street, Frederick, Maryland
Board Room**

- 7. SETTING OF NEXT MEETING AGENDA**
 - 7.01 Setting Agenda for the May 6, 2026 Board of Education Meeting

- 8. COMMITTEE REPORTS, LEGISLATIVE UPDATES**
 - 8.01 Legislative Updates (Information)
 - 8.02 Policy Committee Report (Information)
 - 8.03 Curriculum & Instruction Committee Report (Information)
 - 8.04 Committee Reports (Information)

- 9. INFORMATIONAL ITEMS**
 - 9.01 Quarterly Agenda for Board Meetings (Information)
 - 9.02 Future Agenda Items (Information)

- 10. ADJOURNMENT**
 - 10.01 Adjournment



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.03 Bid Calendar Item
Type	Information
Department(s)	Fiscal Services
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

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PRESENTATION OF 1 BID CALENDAR ITEM

PURPOSE OF PRESENTATION: Staff would like to inform the Board of Education of Frederick County of an upcoming bid solicitation for Frederick County Public Schools.

Bid 26M8, Facilities Equipment and Repair Services:

BACKGROUND/SUMMARY: The intent of this solicitation is to establish a contract for equipment and maintenance services needed to support the operation, repair, and upkeep of facilities infrastructure, ensuring all sites remain safe, reliable, and efficient.

SUBMITTED BY:

Heather Jo Clabaugh, Associate Superintendent of Fiscal Services



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.04 Bid 26M3, Grass Mowing Services
Type	Action
Suggested Action	Board approval of Bid 26M3, Grass Mowing Services.
Department(s)	Fiscal Services
Goal(s)	Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence. Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.

Content

PURPOSE OF PRESENTATION: Staff have reviewed the attached contract and recommends approval by the Board of Education of Frederick County.

BACKGROUND/SUMMARY: This recommendation is to establish a contract for grass mowing services for specific school sites that are beyond the scope of the schools' custodial duties.

Staff recommends that Bid 26M3, Grass Mowing Services, be awarded to J M Lawn Services, LLC of Sabillasville, MD; Keyser Services, LLC of Frederick, MD; and P2 Cleaning Services, LLC, of Laurel, MD.

PRESENTER(S) & TITLE(S):

David Guzman, Purchasing Agent
Edward Reinhold, Senior Manager, Operations

SUBMITTED BY:

Bill Meekins, CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Manager
Heather Jo Clabaugh, Associate Superintendent of Fiscal Services

ATTACHMENT(S):

[04.22.26 26M3 Grass Mowing Services_backup.pdf](#)

BID 26M3
GRASS MOWING SERVICES

FACT SHEET

A. **Overview:** This recommendation is to establish a contract for grass mowing services for specific school sites that are beyond the scope of the schools' custodial duties.

1. **Bid participation:**

21 bid applicants
10 companies submitted a bid

2. **Bids were received from:**

Cherry Blossom Lawn Care, LLC (Jarrettsville, MD)
Grass Ninjaz (Littlestown, PA)
Inspo Landscaping, LLC (Walkersville, MD)
J and K Mowing, LLC (Fairfield, PA)
J M Lawn Services, LLC (Sabillasville, MD)
Keyser Services, LLC (Frederick, MD)
P2 Cleaning Services, LLC (Laurel, MD)
Paseur's Landscaping, Inc. (Damascus, MD)
S&S Landscaping, LLC (Fort Washington, MD)
Total Terrain Landscapes, LLC (Hagerstown, MD)

3. **Other facts:**

- The contract term will be effective from date of award through December 31, 2027, with one two-year renewal option available.
- Clusters were awarded based on several factors including but not limited to, cost per mowing, proximity of bidders to sites, bidder's preferred cluster priority, available equipment and laborer's, maximum clusters that the bidder indicated they can handle, past performance, including timeliness of reporting and quality of work, etc.
- The contract will be administered by Edward Reinhold, Senior Manager, Operations.

4. **Source of funding:** Board of Education of Frederick County FY26 Approved Operating Budget and contingent upon Board approval of FY27 and FY28 Operating Budgets.

B. **Recommendation:** Staff recommends the contract for Bid 26M3, Grass Mowing Services, be awarded to J M Lawn Services, LLC, Keyser Services, LLC, and P2 Cleaning Services, LLC per the attached Summary of Award.

C. **Action taken by the Board (Purchasing use only):**

_____Approved	_____Denied	_____Deferred	_____Other	DG/kl
_____Date	_____Date	_____Date	_____Date	BOE Mtg.: 04.22.26



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.05 Bid 26M5, Unit Price Contract for Abatement of Hazardous Materials
Type	Action
Suggested Action	Board approval of Bid 26M5, Unit Price Contract for Abatement of Hazardous Materials.
Department(s)	Fiscal Services
Goal(s)	Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence. Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.

Content

PURPOSE OF PRESENTATION: Staff have reviewed the attached contract and recommends approval by the Board of Education of Frederick County.

BACKGROUND/SUMMARY: This recommendation is to qualify and select a maximum of two licensed abatement contractors to perform abatement of hazardous materials and/or related demolition services on an indefinite quantity basis.

Staff recommends that Bid 26M5, Unit Price Contract for Abatement of Hazardous Materials, be awarded to Asbestos Specialist, Inc. of Elkridge, MD and Modulus, LLC of Washington, DC.

PRESENTER(S) & TITLE(S):

Roy McHaffa, CPP, CPDW, Purchasing Agent
Bethany Irving, Environmental Compliance Specialist, Maintenance

SUBMITTED BY:

Bill Meekins, CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Manager
Heather Jo Clabaugh, Associate Superintendent of Fiscal Services

ATTACHMENT(S):

[04.22.26 26M5 UPC for Abatement of Haz Mat_backup.pdf](#)

BID 26M5
UNIT PRICE CONTRACT FOR ABATEMENT OF HAZARDOUS MATERIALS

FACT SHEET

A. **Overview:** This recommendation is to qualify and select a maximum of two licensed abatement contractors to perform abatement of hazardous materials and/or related demolition services on an indefinite quantity basis. Bids were opened on February 25, 2026.

1. **Bid participation:**

13 proposal applicants
10 companies submitted a bid

2. **Proposals were received from:**

Aleya Construction Group, Inc. (Beltsville, MD)
Asbestos Specialists, Inc. (Elkridge, MD)
Atmos Solutions, Inc. (Washington, DC)
BARCO Enterprises, Inc. (White Marsh, MD)
Colossal Contractors, Inc. (Burtonsville, MD)
Inspection Experts, Inc. (Columbia, MD)
Islas General Cleaning Services dba: IG Services (Gaithersburg, MD)
Mission Contracting, Inc. (Lanham, MD)
Modulus, LLC (Washington, DC)
Retro Environmental, LLC (Eldersburg, MD)

3. **Other Facts:**

- The contract term will be effective from date of award through January 31, 2028, with one additional two-year term.
- Approximately \$330,523 was spent in FY25.
- Prices shall remain firm through the initial contract period.
- The contract will be administered by Bethany Irving, Environmental Compliance Specialist, Maintenance.

4. **Source of Funding:** Board of Education of Frederick County FY26 Approved Operating Budget and contingent upon Board approval of FY27 and FY28 Operating Budgets.

B. **Recommendation:** Staff recommends that Bid 26M5, Unit Price Contract for Abatement of Hazardous Materials, be awarded to Asbestos Specialists, Inc. and Modulus, LLC, per the attached Bid Tabulation and Scoring Summary.

C. **Action taken by the Board (Purchasing use only):**

____ Approved	____ Denied	____ Deferred	____ Other	RM/kl
____ Date	____ Date	____ Date	____ Date	BOE Meeting: 04.22.26

BID 26M5
UNIT PRICE CONTRACT FOR ABATEMENT OF HAZARDOUS
MATERIALS

Scoring Summary

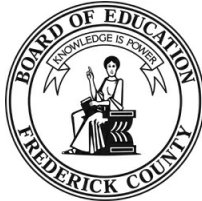
Vendor	Technical Score (100 Points Maximum)	Cost Score (25 Points Maximum)	Total Score
Asbestos Specialist, Inc. (ASI)	93	25	118
Modulus, LLC	96.67	15	111.67
Retro Environmental LLC	93	18	111
Inspection Experts, Inc.	85.67	22	107.67
Islas General Cleaning Services, Inc.	87.67	8	95.67
BARCO Enterprises, Inc.	90.67	5	95.67
Colossal Contractors, Inc.	71.67		
Mission Contracting, Inc.	67.33		
Aleya Construction Group, Inc.	27		
Atmos Solutions, Inc.	3.33		

Scoring Criteria

- Absence of Citations
- Business Structure
- Employee Qualifications and Training
- Financials
- Quality of Proposal
- References
- Cost Proposal

**BID 26M5. UNIT PRICE CONTRACT FOR ABATEMENT OF HAZARDOUS MATERIALS
 BID TABULATION**

I. REMOVAL COSTS – FOR MATERIALS		UNIT OF MEASURE	ASBESTOS SPECIALISTS, INC.	BARCO ENTERPRISES, INC.	INSPECTION EXPERTS, INC.	ISLAS GENERAL CLEANING SERVICES DBA: IG SERVICES	MODULUS, LLC	RETRO ENVIRONMENTAL, LLC
A.	Pipe Insulation-Straight (Within Containment)	LF	\$ 4.50	\$ 10.50	\$ 6.00	\$ 9.00	\$ 10.00	\$ 8.00
B.	Pipe Insulation-Fittings Elbows, T, Etc. (Within Containment)	Each	\$ 5.50	\$ 15.50	\$ 8.00	\$ 7.50	\$ 10.00	\$ 8.00
C.	Pipe Insulation-Straight (Glove Bag Method)	Bag	\$ 18.00	\$ 25.75	\$ 23.00	\$ 32.00	\$ 30.00	\$ 18.00
D.	Pipe Insulation-Fittings Elbows, T, Etc. (Glove Bag Method)	Bag	\$ 18.00	\$ 25.75	\$ 23.00	\$ 32.00	\$ 30.00	\$ 18.00
E.	Ceiling Tile--							
	1. Drop-In	Sq. Ft.	\$ 1.75	\$ 6.50	\$ 1.25	\$ 5.00	\$ 2.50	\$ 2.00
	2. Glued	Sq. Ft.	\$ 3.00	\$ 12.50	\$ 2.50	\$ 8.00	\$ 5.00	INCOMPLETE
	3. Track System	Sq. Ft.	\$ 1.50	\$ 8.75	\$ 1.50	\$ 5.00	\$ 2.50	\$ 0.50
F.	9" X 9" Floor Tile	Sq. Ft.	\$ 0.80	\$ 4.75	\$ 1.00	\$ 8.00	\$ 8.00	\$ 2.25
G.	12" X 12" Floor Tile	Sq. Ft.	\$ 0.80	\$ 4.75	\$ 1.00	\$ 10.00	\$ 8.00	\$ 2.25
H.	Floor Tile Mastic	Sq. Ft.	\$ 0.75	\$ 3.50	\$ 1.00	\$ 3.50	\$ 3.00	\$ 2.25
I.	Linoleum/Sheet Goods	Sq. Ft.	\$ 4.00	\$ 6.50	\$ 5.00	\$ 8.00	\$ 3.00	\$ 2.40
J.	Plaster/Troweled On ACM	Sq. Ft.	\$ 9.00	\$ 15.75	\$ 10.00	\$ 10.00	\$ 12.00	\$ 6.00
K.	Floor Tile Under Carpet	Sq. Ft.	\$ 1.40	\$ 6.50	\$ 1.00	\$ 8.50	\$ 2.00	\$ 2.25
II. REMOVAL COSTS – FOR LABOR AND MISCELLANEOUS COSTS								
Contractor shall include the cost to supply lumber, poly film, duct tape, evacuation fans, etc., for critical barriers, as well as travel time in hourly/daily rates.								
A.	SUPERVISOR AND 3 PERSON CREW - PRICE PER CREW							
	1. Routine Hours (7 AM – 11 PM M-F)	Hr./Crew (4 hour min.)	\$ 108.00	\$ 2,240.00	\$ 230.00	\$ 784.00	\$ 200.00	\$ 220.00
		8 Hr. Day/Crew	\$ 848.00	\$ 2,240.00	\$ 1,840.00	\$ 1,568.00	\$ 1,600.00	\$ 1,760.00
	2. Non-Routine Hours (11 PM – 7 AM M-F)	Hr./Crew (4 hour min.)	\$ 125.00	\$ 3,360.00	\$ 230.00	\$ 1,816.00	\$ 300.00	\$ 290.00
	or Non-School Days	8 Hr. Day/Crew	\$ 1,000.00	\$ 3,360.00	\$ 1,840.00	\$ 3,632.00	\$ 2,400.00	INCOMPLETE
B.	FIELD ABATEMENT WORKER OR ADDITIONAL CREW WORKER - PRICE PER PERSON							
	1. Routine hours (7 AM - 11 PM M-F)	Hr./Person (4 hour min.)	\$ 25.00	\$ 520.00	\$ 55.00	\$ 1,229.28	\$ 50.00	\$ 55.00
		8 Hr. Day/Person	\$ 200.00	\$ 520.00	\$ 440.00	\$ 2,458.00	\$ 400.00	\$ 440.00
	2. Non-routine hours (11 PM - 7 AM M-F)	Hr./Person (4 hour min.)	\$ 28.50	\$ 780.00	\$ 55.00	\$ 2,229.28	\$ 75.00	\$ 72.50
	or Non-School Days	8 Hr. Day/Person	\$ 228.00	\$ 780.00	\$ 440.00	\$ 4,458.56	\$ 600.00	\$ 580.00
C.	DEMOLITION/OTHER SERVICES:							
	1. Routine hours (7 AM - 11 PM M-F)	Hr./Person (4 hour min.)	\$ 28.50	\$ 520.00	\$ 49.00	\$ 784.00	\$ 50.00	\$ 55.00
		8 Hr. Day/Person	\$ 228.00	\$ 520.00	\$ 392.00	\$ 1,568.00	\$ 400.00	\$ 440.00
	2. Non-routine hours (11 PM - 7 AM M-F)	Hr./Person (4 hour min.)	\$ 28.50	\$ 780.00	\$ 49.00	\$ 1,816.00	\$ 75.00	\$ 72.50
	or Non-School Days	8 Hr. Day/Person	\$ 228.00	\$ 780.00	\$ 392.00	\$ 3,632.00	\$ 600.00	\$ 580.00
D.	LEAD ABATEMENT	Hr./Person	\$ 28.50	\$ 85.00	\$ 58.00	\$ 76.83	\$ 55.00	\$ 95.00
E.	DISPOSAL COSTS							
	1. Per container (Bag/Drum)	Unit	\$ 5.00	\$ 150.00	\$ 10.00	\$ 25.16	\$ 10.00	INCOMPLETE
	2. Per 40 cubic yard dumpster	Dumpster	\$ 1,450.00	\$ 1,600.00	\$ 1,450.00	\$ 777.70	\$ 2,200.00	\$ 900.00
F.	CONTAINMENT SHOWER - one time cost per project	Shower	\$ 150.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 300.00	\$ 75.00



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.06 Bid 24M6, Water Heaters & Thermostatic Water Mixing Valves (Renewal)
Type	Action
Suggested Action	Board approval of contract renewal for Bid 24M6, Water Heaters & Thermostatic Water Mixing Valves.
Department(s)	Fiscal Services
Goal(s)	<p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION: Staff have reviewed the attached contract renewal and recommends approval by the Board of Education of Frederick County.

BACKGROUND/SUMMARY: This recommendation is to renew the contract for the purchase of water heaters and thermostatic water mixing valves to be used by the Maintenance Department of Frederick County Public Schools and will replace existing units at various locations as needed throughout the school year.

Staff recommends that Bid 24M6, Water Heaters & Thermostatic Water Mixing Valves be renewed to Bay Associates Group, LLC dba: Combustion Services, of Lutherville, MD.

PRESENTER(S) & TITLE(S):

Roy McHaffa, CPP, CPDW, Purchasing Agent
Patrick Little, Project Manager IV, Maintenance

SUBMITTED BY:

Bill Meekins, CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Manager
Heather Jo Clabaugh, Associate Superintendent of Fiscal Services

ATTACHMENT(S):

[04.22.26 24M6 Water Heaters & Thermostatic Water Mixing Valves \(Renewal\)_backup.pdf](#)

BID 24M6
WATER HEATERS & THERMOSTATIC WATER MIXING VALVES
(RENEWAL)

FACT SHEET

A. **Overview:** This recommendation is to renew the contract for the purchase of water heaters and thermostatic water mixing valves to be used by the Maintenance Department of FCPS and will replace existing units at various locations as needed throughout the school year.

1. **Other facts:**

- This contract renewal term will be effective from June 1, 2026, through May 31, 2028, with one two-year renewal option remaining.
- Approximately \$18,957 was spent in FY25 and approximately \$36,676 has been expended through March 10, 2026, in FY26.
- The vendor requested a 9% increase, consistent with the Producer Price Index (PPI).
- The contract administrator is Patrick Little, Project Manager IV, Maintenance.

2. **Source of Funding:** Board of Education of Frederick County FY26 Approved Operating Budget and contingent upon Board approval of FY27 and FY28 Operating Budgets.

B. **Recommendation:** Staff recommends Bid 24M6, Water Heaters & Thermostatic Water Mixing Valves be renewed to Bay Associates Group, LLC dba: Combustion Services, per the attached Summary of Renewal.

C. **Action taken by the Board** (Purchasing use only):

_____Approved	_____Denied	_____Deferred	_____ Other	RM/sg
_____Date	_____Date	_____Date	_____ Date	BOE Meeting: 04.22.26

BID 24M6. WATER HEATERS AND THERMOSTATIC WATER MIXING VALVES
SUMMARY OF RENEWAL

	Bay Associates dba: Combustion Services	
Model/Fuel Type	Unit Price for Each (1)	Unit Price per Pair (2)
20L 100A-GCL - Natural Gas:	\$17,152.00	\$ 17,152.00
20L 100A-GCL - Propane:	\$17,152.00	\$ 17,152.00
25L 100A-GCL - Natural Gas:	\$18,691.00	\$ 18,691.00
25L 100A-GCL - Propane:	\$18,691.00	\$ 18,691.00
30L 100A-GCL - Natural Gas:	\$20,689.00	\$ 20,689.00
30L 100A-GCL - Propane:	\$20,689.00	\$ 20,689.00
40L 130A-GCL - Natural Gas:	\$23,908.00	\$ 23,908.00
40L 130A-GCL - Propane:	\$23,908.00	\$ 23,908.00
50L 130A-GCML - Natural Gas:	\$28,108.00	\$ 28,108.00
50L 130A-GCML - Propane:	\$28,108.00	\$ 28,108.00
Make and Model # (ASME Rated) Offering:	Amtrol Model ST-12VC-DD	
Unit Price for (1) TTA-12 Expansion Tank:	\$1,181.00	
Unit Price for (2) TTA-12 Expansion Tank (Ordered in Pairs):	\$1,181.00	
Make and Model # (ASME Rated) Offering:	Amtrol Model ST-20VC-DD	
Unit Price for (1) TTA-20 Expansion Tank:	\$1,243.00	
Unit Price for (2) TTA-20 Expansion Tank (Ordered in Pairs):	\$1,243.00	
<u>Delivery Terms:</u>		
We agree that the price quoted above include delivery costs to the outside of the building and assistance in offloading: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Delivery will be made by: <input type="checkbox"/> Company Vehicles <input checked="" type="checkbox"/> or Commercial Freight		
We agree to contact maintenance staff 4 hours ahead of delivery so FCPS mechanics can meet the truck to unload: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
The lead time for delivery is: 7 (days after receipt of order)		
<u>Warranty Terms:</u>		
Include length and terms of standard manufacturer warranty: PVI-15 years tank and heating surface (8 year non-prorated)/1 year parts and labor; Amtrol 1 year		
Include procedures and customer service information for obtaining warranty repairs: Contact Robin Ewell @ Combustion Services 410-825-6616		
<u>THERMOSTATIC WATER MIXING VALVE</u>		
Model/Fuel Type	Unit Price for Each (1)	
Model 801 - 86208-05	\$1,998.00	
Model 802 - 86006-05	\$2,301.00	
Model 803 - 86408-05	\$3,042.00	
Model 804 - 86308-05	\$3,207.00	
Model 805 - 86108-05	\$3,665.00	
<u>Delivery Terms:</u>		
The lead time for delivery is: 3 (days after receipt of order)		
<u>Warranty Terms:</u>		
Include length and terms of standard manufacturer warranty: Lawler - One year		
Include procedures and customer service information for obtaining warranty repairs: Contact: Robin Ewell @ Combustion Services 410-825-6616		



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.07 Current Expense Amendment 2-26
Type	Action
Suggested Action	Board approval of Current Expense Amendment 2-26.
Department(s)	Fiscal Services
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION: Staff seeks Board of Education of Frederick County approval of Current Expense Amendment 2-26.

BACKGROUND/SUMMARY: Current Expense Amendment 2-26 seeks to realign the operating budget to ensure Frederick County Public Schools remains in compliance by category.

For the unrestricted portion of the operating budget, staff is projecting overages in categories 06-special education and 10-operations. The projected overage in category 06 is due to non-public placement expenses exceeding budget. In category 10, the projected overage is due to utility expenses exceeding budget. Projected savings in category 03-instructional salaries will be used to offset the projected overages.

For the restricted portion of the operating budget, staff recommends realigning the budget based upon actual grant awards. Budgetary allocations from categories 03-instructional salaries and

04-instructional supplies will be transferred to categories 02-mid-level management, 05-instructional other, 07-pupil personnel, 11-maintenance, and 13-food and nutrition services to ensure compliance by category.

PRESENTER(S) & TITLE(S):

Heather Jo Clabaugh, Associate Superintendent of Fiscal Services

SUBMITTED BY:

Heather Jo Clabaugh, Associate Superintendent of Fiscal Services

ATTACHMENT(S):

[04.22.26 Current Expense Amendment 2-26_Backup.pdf](#)

**BOARD OF EDUCATION OF FREDERICK COUNTY
191 SOUTH EAST STREET, FREDERICK, MARYLAND 21701
CURRENT EXPENSE FUND
REQUEST FOR BUDGET AMENDMENT**

In accordance with the Annotated Code of Maryland Education Article 5-105.(2), which states, "A transfer between major categories shall be made only with the approval of the county commissioners or county council," the Board of Education of Frederick County transmits herein the following request for a budgetary transfer.

Request No. 2-26 Signed: _____
Superintendent

Date April 22, 2026 Division/Department Requesting Transfer: Fiscal Services/Budget
Cabinet Member: Heather Jo Clabaugh

SOURCE	MAJOR CATEGORY REVENUES	CURRENT APPROVED BUDGET	AMOUNT TO BE DEDUCTED	AMOUNT TO BE ADDED	AMENDED BUDGET
LOCAL	County Appropriation	\$431,556,813			\$431,556,813
	Other Local	9,530,833			9,530,833
	In-kind	25,862,182			25,862,182
	Surplus	15,105,349			15,105,349
STATE	Unrestricted	387,545,974			387,545,974
	Restricted	70,271,671			70,271,671
FEDERAL	Unrestricted	150,000			150,000
	Restricted	30,214,142			30,214,142
	TOTAL	\$970,236,964	\$0	\$0	\$970,236,964

ACCOUNT No.	MAJOR CATEGORY EXPENDITURES	CURRENT APPROVED BUDGET	AMOUNT TO BE DEDUCTED	AMOUNT TO BE ADDED	AMENDED BUDGET
01	Administration	\$17,075,350			\$17,075,350
02	Mid-Level Management	51,597,188		375,000	51,972,188
03	Instructional Salaries	329,792,971	1,462,000		328,330,971
04	Instructional Supplies	20,734,629	400,000		20,334,629
05	Instructional Other	7,560,086		415,000	7,975,086
06	Special Education	118,047,666		150,000	118,197,666
07	Pupil Personnel	4,399,649		50,000	4,449,649
08	Health Services	15,410,446			15,410,446
09	Transportation	38,499,512			38,499,512
10	Operations	62,450,395		850,000	63,300,395
11	Maintenance	17,101,605		2,000	17,103,605
12	Fixed Charges	282,664,886			282,664,886
13	Food and Nutrition Services	89,922		20,000	109,922
14	Community Services	2,707,373			2,707,373
15	Capital Outlay	2,105,286			2,105,286
	TOTAL	\$970,236,964	\$1,862,000	\$1,862,000	\$970,236,964

Rationale for Request: Current Expense Amendment 2-26 seeks to realign the operating budget to ensure Frederick County Public Schools (FCPS) remains in compliance by category.

For the unrestricted portion of the operating budget, staff is projecting overages in categories 06-special education and 10-operations. The projected overage in category 06 is due to non-public placement expenses exceeding budget. In category 10, the projected overage is due to utility expenses exceeding budget. Projected savings in category 03-instructional salaries will be used to offset the projected overages.

For the restricted portion of the operating budget, staff recommends realigning the budget based upon actual grant awards. Budgetary allocations from categories 03-instructional salaries and 04-instructional supplies will be transferred to categories 02-mid-level management, 05-instructional other, 07-pupil personnel, 11-maintenance, and 13-food and nutrition services to ensure compliance by category.

The foregoing budgetary amendment is hereby approved. The Current Operating Budget of the Board of Education of Frederick County is now amended as reflected above in the amended budget column.

Effective Date of Amendment _____

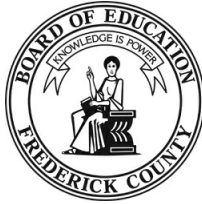
County Executive

President, County Council

Failure to take action within thirty days following receipt of this request shall be deemed to constitute approval.

COPY DISTRIBUTION: County Executive
President, County Council
President, Board of Education

Finance Department, Frederick County Government
(To be filed and considered part of approved budget.)
Budget Department, Frederick County Public Schools
(To be filed and considered part of approved budget.)



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.08 Carroll Creek Lease of Yellow Springs Elementary Building
Type	Information, Discussion, Action
Suggested Action	Approval of the Carroll Creek Lease of Yellow Springs Elementary Building
Department(s)	Operations
Goal(s)	Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence. Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.

Content

PURPOSE OF PRESENTATION: Staff seeks approval from the Board of Education of Frederick County (Board) for the Carroll Creek Montessori Public Charter School (CCMPCS) Lease. The lease agreement has been negotiated with CCMPCS and is being presented for approval.

BACKGROUND/SUMMARY: The current Yellow Springs Elementary School (YSES), located at 8717 Yellow Springs Road, Frederick, MD, was originally scheduled for demolition. However, in May 2024, the Board approved a unique solution: leasing the site to CCMPCS for temporary use. This partnership allows CCMPCS time to find a long-term facility while maximizing the utility of the building before its eventual demolition.

Staff recommends approval of the lease terms as presented.

PRESENTER(S) & TITLE(S):

Dr. Paul A. Lebo, Chief Operating Officer
Daniel Enck, Director of School Management

SUBMITTED BY: Dr. Paul A. Lebo, Chief Operating Officer

ATTACHMENT(S):

[04.22.2026 Carroll Creek Lease of Yellow Springs Elementary Building Draft Lease Agreement_FINAL.pdf](#)

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this “Lease”), made this _____ day of _____, 2026, by and between the **BOARD OF EDUCATION OF FREDERICK COUNTY**, a body politic and corporate of the State of Maryland (hereinafter referred to as the “Board” or “Landlord”), and **MONOCACY MONTESSORI COMMUNITIES, INC.**, a Maryland non-stock corporation, authorized to operate the Carroll Creek Montessori Public Charter School (“CCMPCS”), a Maryland public charter school organized in accordance with Title 9 of the Education Article of the Annotated Code of Maryland (hereinafter referred to as “Tenant”).

WITNESSETH, THAT FOR AND IN CONSIDERATION of the rents and of the mutual covenants and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE I
The Premises

Section 1.1. **Demise**. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, all of that certain real property owned by Landlord, located at 8717 Yellow Springs Road, Frederick, Frederick County, Maryland 21702, with Tax Account Number: 21-408689, containing approximately 11.00 acres of land, more or less (the “Land”) and improved by an approximately 52,600 sq. ft. building, commonly known as Yellow Springs Elementary School, (together with any other buildings and improvements located on the Land, collectively, the “Building”), all as depicted on **Exhibit A**, attached hereto and made a part hereof (collectively, the “Premises”). Notwithstanding anything herein to the contrary, Landlord and Tenant agree and acknowledge that the areas identified on **Exhibit A** as “Baseball/Softball Field 2” and “Baseball/Softball Field 3”, together with those outbuildings and improvements supporting such fields, are excluded from the Premises. This Lease shall at all times be subject to the operation and effect of any and all instruments and matters of record or instruments and matters not of record but disclosed to Tenant in writing prior to the date hereof.

Section 1.2. **Landlord's Work and Tenant's Work**.

(1) Landlord hereby agrees to deliver possession of the Premises to Tenant on or before the Commencement Date (as hereinafter defined) with the work, if any, identified on **Exhibit B** attached hereto substantially completed (“Landlord’s Work”). Subject to force majeure conditions or other causes beyond its reasonable control, Landlord will commence with the performance of Landlord’s Work at least thirty (30) days prior to the Commencement Date. Landlord’s Work shall be made and done in a good and workmanlike manner.

(2) Promptly after Landlord furnishes notice to Tenant, subject to force majeure conditions and other causes beyond its reasonable control, Tenant shall, at its sole cost, perform the work identified on Exhibit C attached hereto (“Tenant’s Work”), in order to prepare the Premises for Tenant’s use and occupancy thereof. Tenant shall be responsible for obtaining, at its cost and expense, any necessary building permits and inspections required by Frederick County and in connection with Tenant’s Work, and shall further be responsible for obtaining, at its cost and expense, use and occupancy permits and all other permits, licenses, and approvals necessary

for Tenant's lawful occupancy of the Premises. All of Tenant's Work shall be made and done in a good and workmanlike manner.

Section 1.3. **Landlord's Approval of Tenant's Work.** Tenant agrees to submit to Landlord for approval (which approval shall not be unreasonably withheld, conditioned, or delayed) no later than ninety (90) days prior to the Commencement Date, complete drawings, plans and specifications (collectively, the "**Plans**") for Tenant's Work. Landlord agrees to promptly review the Plans and to either (i) approve the Plans, (ii) approve the Plans subject to conditions to be satisfied by Tenant, (iii) approve and submit to the State of Maryland for further review, or (iv) disapprove the Plans. Landlord shall deliver written notice of its determination to Tenant and, in the event that Landlord has approved the Plans subject to conditions to be satisfied by Tenant or disapproved the Plans, such written notice shall be accompanied by a clear description of each of the conditions to be satisfied by Tenant or the reasons for disapproval, as the case may be. If Landlord has disapproved the Plans, Tenant agrees to submit revisions thereto to Landlord within ten (10) days after receiving written notice of such disapproval and, upon receipt thereof, Landlord shall again promptly review and comment on the Plans until the Plans are approved. Tenant shall conform the Plans to meet any condition reasonably imposed by Landlord.

ARTICLE II

Term, Commencement Date, Quiet Possession and Enjoyment

Section 2.1. **Date of Effectiveness.** Notwithstanding the Commencement Date (as hereinafter defined), the terms of this Lease shall become binding as of the date that both Landlord and Tenant have executed this Lease.

Section 2.2. **Lease Term.** The term of this Lease shall commence on August 1, 2026 (the "**Commencement Date**") and shall expire on June 30, 2034 (the "**Term**"). Notwithstanding the foregoing, Landlord may provide Tenant with earlier access to the building after July 1, 2026 to facilitate the transition of furniture and equipment, subject to Landlord's prior written consent. Tenant acknowledges and agrees that this Lease does not provide for any right to renew or extend the Term. However, at Tenant's request, Landlord agrees to meet on or before May 1, 2033 to discuss the negotiation of a mutually acceptable extension of the Lease, if Landlord does not require the Premises for its own uses at the end of the Term.

Section 2.3. **Quiet Possession and Enjoyment.** Landlord hereby covenants and agrees that, upon payment of the rent herein reserved, and upon performance of all of the other terms of this Lease, the Tenant shall have quiet possession and enjoyment of the Premises without disturbance from the Landlord, subject to the terms hereof.

ARTICLE III

Rents

Section 3.1. **Base Rent.** Beginning on the Commencement Date, and continuing on each annual anniversary of the Rent Commencement Date during the Term, Tenant shall pay to Landlord rent for the Premises in an amount equal to One Dollar (\$1.00) ("**Base Rent**").

Section 3.2. **Additional Rent.** Whenever, under the terms of this Lease, any sum of money is required to be paid by Tenant, in addition to the Base Rent described in Section 3.1 above, whether or not such sum is herein designated as "Additional Rent", and whether or not provision

is made for the collection of such sum as “Additional Rent”, said sum shall, nevertheless, at Landlord’s option, if not paid when due, be deemed Additional Rent, and shall be collectible as such.

Section 3.3. **Payment of Rent.** The Landlord will deduct the Base Rent on the due date therefor in each year of the Term from the per pupil allocation for CCMPCS each year of the contract.

ARTICLE IV **Use of the Premises**

Section 4.1. **Permitted Uses.** The Premises shall be used as a Maryland Public Charter School subject to a valid charter agreement (the “**Charter Agreement**”) authorized by the Board and in accordance with the terms of the Charter Agreement and the provisions of Sections 9-101, et. seq. of the Education Article of the Annotated Code of Maryland. No other uses of the Premises shall be allowed without the express prior written permission of the Board with the exception of those community uses of school property generally allowed under Section 7-108, 7-109, and 7-110 of the Education Article of the Annotated Code of Maryland and Frederick County Public Schools Use of Facilities Procedures which the Board may amend from time to time in its absolute discretion and with the exception of before and afterschool child care and enrichment programs, which may be provided by a separately licensed contractor at the Tenant’s sole and absolute discretion. Tenant shall conduct its business on the Premises only in the name of “Carroll Creek Montessori Public Charter School”, unless another name is consented to in writing by the Board (which consent shall not be unreasonably withheld, conditioned, or delayed). Tenant shall not use, occupy, suffer or permit the Premises or any part thereof to be used in any manner, or suffer or permit anything to be brought into or kept therein, which would, in Landlord’s judgment violate any law, statute, ordinance, notice, order, rule, regulation or other requirement of any federal, state or municipal government or the appropriate department, commission, board or officer thereof now or hereafter in force which may be applicable to any portion of the Land or Premises and all requirements, obligations and conditions of all instruments of record affecting the Land and Premises. This Lease corresponds with the dates of the Charter Agreement. In the event of the dissolution of the Charter, the Landlord shall relieve the Tenant of its obligations under this Lease.

Section 4.2. Tenant’s Environmental Compliance.

(1) For purposes of this Lease, the term “**Hazardous Material**” means and refers to all hazardous waste, hazardous substances, extremely hazardous substances, hazardous constituents, hazardous materials, toxic substances, or related substances or materials, whether solids, liquids, or gases as each of the foregoing terms are defined under all applicable federal or state statutes and regulations, including, but not limited to, (i) the comprehensive Environmental Response, compensation, and Liability Act of 1980, as amended, (ii) the Hazardous Materials Transportation Act, as amended, (iii) the Resource Conservation and Recovery Act of 1976, as amended, (iv) the Clean Water Act, as amended, (v) the Toxic Substances Control Act of 1976, as amended, (vi) the Clean Air Act, as amended, (vii) any so-called “superfund” or “superlien” law, or (viii) any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to or imposing liability or standards of conduct concerning such waste, substance, or material. Hazardous Materials include, but are not limited to, polychlorinated biphenyl (commonly known as PCBs), asbestos, lead based paint, radon, urea formaldehyde, petroleum products (including gasoline and fuel oil), toxic substances, hazardous chemicals, spent solvents,

sludge, ash, containers with hazardous waste residue, spent solutions from manufacturing processes, pesticides, explosives, organic chemicals, inorganic pigments, and other similar substances.

(2) Tenant shall not cause or permit to occur (unless due to an act or omission of a third party other than Tenant, its agents, contractors, employees, invitees, or guests): (i) any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, including, without limitation, OSHA Globally Harmonized System of Classification and Labeling of Chemicals, FCPS Regulation 200-04 (Green Product Cleaning Supplies), FCPS Regulation 200-03 (Pest Control: Integrated Pest management), FCPS Regulation 200-23 (Bloodborne Pathogen Control Plan), and Frederick County Industrial Wastewater Pretreatment Ordinance, related to environmental conditions on, under, or about the Premises or arising from Tenant's use or occupancy of the Premises; or (ii) the use, generation, release, manufacturing, refining, production, processing, storage, or disposal of any Hazardous Material not on the Premises as of the Effective Date on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Material (beyond those approved by the Board for routine custodial, maintenance, and instructional purposes), without written approval of Landlord, which approval shall not be unreasonably withheld as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to the operation of a Charter School and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material.

(3) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Materials, including, but not limited to, compliance with all permitting obligations required by such laws.

(4) In the event of any deposit, spill, discharge, or other release of Hazardous Materials that occurs during the Term of this Lease as a result of Tenant's occupation of the Premises, at or from the Premises, or which arises at any time during or after the Term hereof from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, undertake investigation and response action to address and remediate the conditions associated with such release in accordance with applicable laws and subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned, or delayed so long as any such action to be taken by Tenant would not, in the reasonable discretion of Landlord, be likely to have a material adverse long-term or short-term effect on the Premises. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Premises) and all costs associated therewith (including, without limitation, attorneys' and consultants' fees of Landlord) and all cleanup costs of every nature arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Materials that occurs during the Term of this Lease as a result of Tenant's occupation of the Premises or which arises at any time during or after the Term hereof from Tenant's use or occupancy of the Premises.

Section 4.3. **FCPS Policy and Regulation Compliance by Tenant.** The Tenant shall comply with policies and regulations applicable to facilities housing FCPS staff and students, including, but not limited to: Regulation 203-01 (Rental of School Facilities), Regulation 100-06 (Naming Rights of Board of Education Facilities), Regulation 111-02 (School Security and Facility Access), Regulation 426-01 (Fundraising), Regulation 426-02 (Donations), Policy 203 (Facilities

and Grounds), Policy 314 (Political Activity), Regulation 400-36 (Creating Welcoming and Affirming Schools for Transgender and Gender Nonconforming Students), Policy 410 (School Safety Drills), Policy 444 (Educational Equity and Excellence), Policy 112 (Promoting a Drug-Free, Alcohol-Free, and Tobacco/Vaping-Free Environment), and Regulation 202.-01 (Modifications to Buildings and Grounds).

Section 4.4. **Use of Facilities by the Board of Elections.** Pursuant to § 10-101(a)(3)(i) of the Election Law Article of the Annotated Code of Maryland, the Tenant acknowledges that public buildings in the State shall be made available for use as polling places. As the Premises is a public-school facility, it is subject to designation by the Board of Elections as a site for early voting, primary, general, or special elections. Tenant agrees to comply with all requirements of the Board of Elections and the Landlord related to the support of these activities, including but not limited to providing necessary access, utilities, and custodial support without additional charge or offset to Rent.

ARTICLE V

Insurance

Section 5.1. **Coverage.** Throughout the entire Term of this Lease, the Tenant, at its sole cost and expense, and for the mutual benefit of the Landlord and the Tenant, shall carry and maintain the following type of insurance in the amounts specified:

(1) Fire and extended coverage insurance, including riders for sprinkler damage, water damage, vandalism and malicious mischief, covering the Tenant's improvements and trade fixtures, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "All Risk Replacement Cost" insurance, in amounts equal to the full replacement cost thereof.

(2) Comprehensive general liability insurance written on an occurrence basis insuring the Landlord and the Tenant against liability for injury to persons or property occurring in or about the Premises or arising out of the ownership, maintenance, use or occupancy thereof, including, but not limited to coverage for personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, automobile coverage for both owned and non-owned vehicles, assumed or contractual liability, products and completed operations liability, and contingent or protective liability. The liability limits under such insurance shall not be less than \$5,000,000.00 for each occurrence, with respect to personal injury or death and not less than \$1,000,000.00 for personal property damage per occurrence.

(3) An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. Worker's Compensation, as required by law, and Employer's Liability insurance, in form and amount satisfactory to Landlord, which coverages shall, when appropriate, extend to cover Tenant's contractors and subcontractors at the Premises.

(4) On demand of the Landlord, such other forms, types and amounts of insurance as may be appropriate, customary and generally required for the type of building in

question by responsible and reasonable owners or tenants of property in the area in which the Premises are located.

Section 5.2. **Policy Requirements.** All policies shall be taken out with insurers licensed to write insurance in Maryland and having a general policy holder's rating of not less than A and in Financial Size Category of not less than XII as rated in the most current available "Best's" insurance reports and in form satisfactory from time to time to Landlord. Tenant agrees that certificates of insurance will be delivered to Landlord as soon as practicable after the placing of the required insurance but in no event later than the date Tenant takes possession of all or any part of the Premises. All policies shall contain an undertaking by the insurers to notify Landlord in writing, by registered mail, not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or termination thereof. All such policies shall be written as primary policies and not contributing with, or in excess of, any coverage which Landlord may carry and shall cover and insure Landlord, and at the request of the Landlord, its mortgagee(s) and landlord(s) as additional insured(s). Subject to Section 5.4 herein, all public liability and property damage policies shall contain a provision that Landlord, without regard to any partial or total exclusion or exception of such coverage for Tenant shall, be entitled to recover under said policies for any loss occasioned to it, its employees, agents, customers, visitors, licensees or concessionaires, by reason of the willful or negligent act or omission of Tenant, its employees, agents, visitors, licensees, subtenants or concessionaires.

Section 5.3. **Increase in Insurance Premiums.** Tenant covenants that it will not do, suffer, nor permit anything to be done in or about the Premises, which will contravene the policy or policies of insurance against loss by fire, public liability or any other policies of insurance, which may be carried by the Landlord on the Premises. If any insurance policy carried by Landlord on the Premises or personal property contained therein shall be cancelled or cancellation shall be threatened, in any way by reason of the use or occupancy of the Premises or any part thereof by Tenant or by any one claiming through or under Tenant or by anyone permitted by Tenant to be upon the Premises, and, if Tenant fails to remedy the condition giving rise to cancellation or threatened cancellation within 48 hours after notice thereof, then, Landlord may, at its option: (i) terminate this Lease; or (ii) exercise any other remedy available to it for breach of this Lease pursuant to Article XVII hereof. If, by reason of the use or occupancy of the Premises or any part thereof by Tenant or by anyone claiming through or under Tenant or by anyone permitted by Tenant to be upon the Premises, the premiums for any insurance policy carried by Landlord on the Premises or personal property contained therein should increase over the rates therefor otherwise available to Landlord during the term of this Lease, Tenant shall pay to Landlord, as Additional Rent, the whole amount of such increase promptly upon Landlord's demand therefor. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges, which make up the insurance rate on the Premises.

Section 5.4. **Mutual Waiver of Subrogation.** Notwithstanding any other provisions of this Lease to the contrary, Landlord and Tenant hereby waive any right that each may have against the other on account of any loss or damage occasioned to its property arising from any risk generally covered by fire and extended coverage insurance, together with insurance against sprinkler damage, vandalism and malicious mischief, whether or not such a policy shall be in force. The parties hereto also each, on behalf of their respective insurance companies insuring the

property of either Landlord or Tenant against any such loss, waive any right of subrogation that such insurance company(ies) may have against Landlord, other parties, or Tenant, as the case may be. If either Landlord or Tenant shall be unable, after using best efforts, to obtain and/or maintain the waiver of subrogation set forth in the immediately preceding sentence from its insurance carrier(s) (or from any other insurance carrier(s) without substantial increased cost) and shall so notify the other party of such inability within thirty (30) days thereafter, then the above mutual waiver of subrogation and mutual waiver of liability shall no longer be effective until the mutual waiver of subrogation is again obtainable by both parties.

Section 5.5. **Tenant's Contractor's Insurance**. Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord: (i) comprehensive general liability insurance, including contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than \$5,000,000 with respect to personal injury or death and \$1,000,000 with respect to property damage; and (ii) workmen's compensation or similar insurance in form and amounts required by law. Tenant's contractors may satisfy these limits with an umbrella policy meeting these levels. In the event Tenant's Contractor cannot qualify for the foregoing insurance limits, Landlord may, in its sole but reasonable discretion, accept such Contractor with lower limits. All such policies must meet the requirements set forth in Section 5.2 herein.

ARTICLE VI **Maintenance and Services**

Section 6.1. **Maintenance, Repair and Emergency Response by Tenant**. The Tenant is exclusively responsible for the ongoing maintenance, routine repair, and emergency repair of the Premises.

Section 6.2. Tenant shall, subject to Landlord's prior approval, provide and maintain the existing mains, electrical conduits, risers, well, septic, grease trap, and other facilities that bring water, electricity, heating oil, data and communication lines, site lighting, and any other utility that Tenant may desire, from the access point to the Premises and provide for its use and consumption on the Premises. Landlord shall have the right at any time to enter upon the Premises for the purpose of inspecting the conditions of utilities.

Section 6.3. **Payment of Electric Utility Charges**. During the Term, the Tenant covenants and agrees to pay all charges promptly when due for all electric utility services rendered or furnished to the Premises together with all taxes, levies or other charges on such utilities, and any and all special taxes which may be levied by any municipality, agency and/or County of Frederick, the State of Maryland, the United States of America, or any other taxing authorities for the provision of such electric utility services. If the Tenant shall fail to pay any such charges or taxes prior to the date on which penalties are attached thereto, the Landlord, at its option, may pay the same for Tenant's account, in which event Tenant shall immediately reimburse Landlord therefor, as Additional Rent, upon Landlord's demand. The Premises shall be separately metered for electricity service at Landlord's cost.

Section 6.4 **Payment for Solid Waste Services**. During the Term, the Tenant covenants and agrees to pay all charges associated with solid waste management. The Tenant must comply with all local regulations regarding waste diversion.

Section 6.5 **Payment, Maintenance and Update of Other Utilities and Systems.** During the Term, the Tenant covenants and agrees to arrange for, and pay all charges associated with, the provision of heating oil, well-water treatment and testing services and chemicals, septic-system maintenance, fire and intrusion alarm reporting systems, and data and telecommunications lines serving the Premises. During the Term, the Tenant shall also pay all charges necessary to update utilities to fully satisfy all operational requirements and applicable regulatory compliance standards. Landlord shall provide Tenant with access to the Building Automation System for the Premises on the Commencement Date.

Section 6.6. **Interruption.** The Landlord shall not be liable to the Tenant for any failure, modification or interruption of any such service which (a) results from strikes, labor disputes, inability to obtain supplies, acts of God, governmental actions, utility company or other third-party provider failures, or any other causes beyond Landlord's reasonable control, (b) is required by applicable law (including, by way of example rather than of limitation, any federal law or regulation relating to the furnishing or consumption of energy or the temperature of buildings), (c) is caused by accident or emergency, or (d) is necessary for Tenant funded repairs, alterations, replacements or improvements which, in the Landlord's sole discretion, are deemed necessary or desirable.

Section 6.7. **Tenant's Repairs.**

(1) The Tenant hereby covenants to keep the interior of the Premises, including all structural, electrical, plumbing (including well and septic), and mechanical installations and equipment used by or in connection with the Premises, in good order including, when necessary, the repair, but not the replacement, of any said installation or equipment, or any part thereof at its own expense. Tenant shall also repair and/or replace at its own expense, promptly when broken or damaged, any glass window or doors or plate glass with glass of like kind and quality, and to surrender the peaceful and quiet possession of the Premises at the end of the Term in as good condition as when received, ordinary wear and tear and damage by fire or other casualty not due to the negligence of Tenant, its agents, servants, and employees. Tenant will repair promptly, at its own expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation, use or removal of such property, regardless of fault or by whom such damage shall be caused unless caused by Landlord, its agents, employees or contractors. In furtherance of the above, Tenant covenants and agrees to obtain a maintenance, repair and service contract on the HVAC system, said contract to be on such terms and with such company as shall be approved by Landlord (such approval not to be unreasonably withheld, conditioned, or delayed), and provide Landlord with a copy of such contract.

(2) If Tenant shall not proceed promptly and diligently to make any repairs or perform any obligation imposed upon it by the preceding subsections within three (3) business days after receiving written notice from Landlord to make such repairs or perform such obligation, then and in such event Landlord may, at its option, enter the Premises and do and perform the things specified in said notice, without liability on the part of Landlord for any loss or damage resulting from any such action by Landlord, and Tenant agrees to pay promptly within five (5) business days of demand therefor, as Additional Rent, any cost or expense incurred by Landlord in taking such action.

Section 6.8. **Maintenance by Tenant.** The Tenant shall maintain in good order and repair (a) the roof, structure and remainder of the exterior of the Building, (b) any and all electrical,

sanitary sewer and water lines and facilities, restroom facilities, grounds and sidewalks located within the Premises, and (c) any and all water testing, monitoring, and reporting, septic system inspection and maintenance, asbestos inspections and reporting, and any other inspection and reporting requirements needed to operate the school in compliance with federal, state, and local laws, regulations, and ordinances. During the Term, Tenant shall coordinate and/or cooperate with Landlord in coordinating, and shall be responsible for the cost of, certain inspections of the Premises, or any part thereof, required by law, including, without limitation: Asbestos Hazard Emergency Response Act (OSHA, triennial), Testing for Lead in Drinking Water (Maryland, triennial), Roof Inspection (Maryland, annual), Maintenance Effectiveness Assessment (Maryland, frequency to be determined), Pressure Vessel Inspection (Maryland, annual), Frederick County Health Department inspections, and Frederick County Fire Marshal inspections. Life-Safety systems, such as fire alarms and fire suppression equipment, shall be inspected and serviced according to regulatory requirements, generally defined in the National Fire Protection Agency and National Electric Code codes and standards.

Section 6.9. **Grounds Maintenance by Tenant.** The Tenant covenants and agrees to be solely responsible for coordinating and funding all services necessary for the proper upkeep of the Premises, including but not limited to landscaping, tree care, paving maintenance and repair, and snow and ice removal. Notwithstanding the foregoing, Baseball/Softball Fields 2 and 3, together with the surrounding outbuildings supporting use of such fields as identified in **Exhibit A**, shall be maintained by the Board or its approved community user groups. All other exterior and outdoor areas of the Premises shall remain the Tenant's responsibility for ground maintenance and repair.

Section 6.10. **Facility Upgrades Required of the Tenant.** The Tenant covenants and agrees to coordinate and fund all facility changes that are legally mandated by evolving governmental regulations, or that are triggered as a result of some other renovation or repair to the Premises that is pursued by the Tenant, either voluntarily or involuntarily.

Section 6.11. **Injury from Leakage, Etc.** Unless caused by Landlord or its agents, Landlord shall not be liable to Tenant, its agents, employees, contractors, customers or other visitors for any injury or damage to person or property resulting from falling plaster, steam, gas, electricity, water, rain, snow or dampness which may leak or issue from or through any part of the Premises or from pipes, appliances, or plumbing, and Tenant shall defend and indemnify Landlord from any claim of liability from which Landlord is hereby exonerated.

Section 6.12. **Provisions Applicable During Final Six (6) Months of Term.**

Notwithstanding anything to the contrary in this Lease, Tenant's obligation to perform repairs or upgrades during the final six (6) months of the Term shall be limited to:

1. **Routine Maintenance:** Any repairs or maintenance required to keep the Premises in the same condition as existed prior to said six-month period, ordinary wear and tear excepted;
2. **Tenant Damage:** Any repairs necessitated by the acts, omissions, or negligence of Tenant, its agents, or invitees;
3. **Health & Safety:** Any repairs necessary to maintain a safe environment for students, staff, and visitors or to comply with applicable building and safety codes; and
4. **Surrender Obligations:** Any repairs required to return the Premises to Landlord in the condition required by the surrender provisions of this Lease. Tenant shall not be required

to perform elective capital improvements or long-term structural upgrades during this period unless necessitated by the factors above.

ARTICLE VII

Fire and Other Casualties

Section 7.1. **General.** If the Premises are damaged by fire and other casualty during the Term of this Lease, the Landlord shall restore the Premises with reasonable promptness (taking into account the time required by the Landlord to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty as provided for in Section 5.1 of this Lease) to substantially its condition immediately before such casualty, and only to the extent that insurance proceeds are available therefor, and may temporarily enter and possess any or all of the Premises for such purpose (provided, that the Landlord shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture, or other property owned, installed or made by the Tenant), but so long as the Tenant is deprived of the use of any or all of the Premises on account of such casualty, the Base Rent and any Additional Rent payable under the terms of this Lease shall be abated in proportion to the number of square feet of the Premises rendered substantially unfit for occupancy by such casualty, unless, because of any such damage, the undamaged portion of the Premises is made materially unsuitable for use by the Tenant for the purposes set forth in the provisions of Section 4.1 in which event such Rent shall be abated entirely during such period of deprivation.

Section 7.2. **Substantial Destruction.** Anything contained in Section 7.1 to the contrary notwithstanding, if during the Term the Building is so damaged by fire or other casualty that (a) the Premises or any portion thereof is rendered substantially unfit for occupancy or the conduct of Tenant's use thereof, as may be reasonably determined by either the Landlord or the Tenant, or (b) the Building is damaged to the extent that the Landlord reasonably elects not to cause such damage to be repaired, then in either case the Landlord or the Tenant may elect to terminate this Lease as of the date of such casualty, by giving written notice thereof to the other party within sixty (60) days after such date. In the event that Landlord terminates this Lease pursuant to this Section 7.2, (a) the Tenant shall pay to the Landlord the Base Rent and any Additional Rent payable by the Tenant hereunder and accrued through the date of such casualty, (b) the Landlord shall repay to the Tenant any and all prepaid Rent for periods beyond such casualty, and (c) the Landlord may enter upon and repossess the Premises without further notice.

Section 7.3. **Tenant's Negligence.** Anything contained in any provision of this Lease to the contrary notwithstanding, if any such damage to the Premises or any portion thereof is caused by, or results from, the negligent or intentionally tortious act or omission of the Tenant, those claiming under the Tenant or any of their respective officers, employees, agents or invitees, the Rent shall not be suspended or apportioned as aforesaid, and except if and to the extent that the Tenant is released from liability therefor pursuant to the provisions of Section 5.4, the Tenant shall pay to the Landlord upon demand, as Additional Rent, the reasonable cost of (a) any repairs and restoration made or to be made as a result of such damage to the Premises in order to restore the Premises to the condition existing immediately prior to such damage, or (b) if the Landlord elects not to restore the Building any damage or loss which the Landlord incurs as a result of such damage. Notwithstanding the foregoing, if Landlord elects not to restore the Building, the Tenant's liability under subsection (b) hereof shall be limited to the reasonable cost to repair and restore the

Building to the condition immediately prior to such damage, as though Landlord had elected to restore the Premises, but in no event exceeding the lesser of (a) such reasonable repair cost, or (b) the diminution in the fair market value of the Building directly attributable to such damage. The Tenant shall, under no circumstances, be liable for any consequential damages, lost development value, or losses arising from the Landlord's decision to demolish the Building as a result of such damage or after the expiration of the Term.

ARTICLE VIII **Condemnation**

Section 8.1. **Right to Award.** If any or all of the Premises are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of any such taking (each of which is hereinafter referred to as a "**Condemnation**"), the Landlord shall be entitled to collect from the condemning authority thereunder the entire amount of any award made in any such proceeding or as consideration for such conveyance, without deduction therefrom for any leasehold or other estate held by the Tenant under this Lease. The Tenant hereby (a) assigns to the Landlord all of the Tenant's right, title and interest, if any, in and to any such award; (b) waives any right which it may otherwise have in connection with such Condemnation, against the Landlord or such condemning authority, to any payment for (i) the value of the then-unexpired portion of the term of this Lease, (ii) leasehold damages, and (iii) any damage to or diminution of the value of the Tenant's leasehold interest hereunder or any portion of the Premises not covered by such Condemnation; and (c) agrees to execute any and all further documents which may be required to facilitate the Landlord's collection of any and all such awards. Subject to the operation and effect of the foregoing provisions of this Section, the Tenant may seek, in a separate proceeding, a separate award on account of any damages or costs incurred by the Tenant as a result of such Condemnation, so long as such separate award in no way diminishes any award or payment which the Landlord would otherwise receive as a result of such Condemnation.

Section 8.2. **Effect of Condemnation.** If the Premises are covered by a Condemnation, in whole or in part, this Lease shall terminate as to the part condemned on the date title or possession vests in the condemning authority, whichever is first. If (a) twenty-five percent (25%) or more of the Premises is covered by a Condemnation, then Landlord or Tenant may elect, by written notice to the other within thirty (30) days of the Condemnation to terminate this Lease, or (b) any of the Premises is covered by a Condemnation and, in the Landlord's opinion, it would be impractical to restore or to continue to operate the remainder thereof, then Landlord may elect to terminate this Lease by written notice within thirty (30) days of the Condemnation, or (c) any of the Premises is covered by a Condemnation and, in the Tenant's opinion, Tenant can no longer feasibly operate CCMPCS at the Premises, then Tenant may elect to terminate this Lease by written notice within thirty (30) days of the Condemnation. Upon any such election, the Term shall terminate on the earlier of the date on which title or possession of so much of the Premises as is covered by such Condemnation is taken by the condemning authority thereunder, and all Rent and other charges payable hereunder shall be apportioned and paid to such date. If there is a Condemnation and the Term does not terminate pursuant to the foregoing provisions of this Section, the operation and effect of this Lease shall be unaffected by such Condemnation, except that the Base Rent shall be reduced in proportion to the square footage, if any, of the Premises covered by such Condemnation, and Landlord shall, subject to excusable delays, restore the remaining Premises to a complete architectural unit.

Section 8.3. **Limitation of Liability.** If there is a Condemnation, the Landlord shall have no liability to the Tenant on account of any (a) interruption of the Tenant's business upon the Premises, (b) diminution in the Tenant's ability to use the Premises, or (c) other injury or damage sustained by the Tenant as a result of such Condemnation.

Section 8.4. **Conduct of Proceedings.** Except for any separate proceeding brought by the Tenant under the provisions of Section 8.1, the Landlord shall be entitled to conduct any such condemnation proceeding and any settlement thereof free of interference from the Tenant and the Tenant hereby waives any right which it otherwise has to participate therein.

ARTICLE IX **Tenant's Operation**

Section 9.1. **Rules.** Tenant hereby covenants and agrees that it will at all times conduct its business at the Premises in accordance with the Rules and Regulations adopted by Landlord (as set forth on **Exhibit D** attached hereto). Landlord reserves the right from time to time to amend or supplement the Rules and Regulations and to adopt and promulgate reasonable additional Rules and Regulations applicable to the Premises. Notice of any such amendments and supplement to the Rules and Regulations shall be given to Tenant in writing and shall become effective upon receipt of such written notice by Tenant, provided that, unless necessary to comply with any applicable laws, regulations, or ordinances, the same shall not materially interfere with Tenant's use and occupancy of the Premises.

Section 9.2. **Violation of Rules.** If Tenant should default in the performance of any of its obligations under this Article IX, Landlord shall be entitled (but shall not be obligated), in addition to any other rights it may have in law or equity, and after ten (10) days written notice to Tenant, except no notice shall be required in the case of emergency, to cure such default, and Tenant shall reimburse Landlord for any reasonable sums paid or reasonable costs incurred by Landlord in curing such default, which sums and costs shall be deemed to be Additional Rent hereunder and shall be payable by Tenant within five (5) business days of demand therefor by Landlord.

ARTICLE X **Assignment and Subletting**

Section 10.1. **Conditions.** Tenant shall not assign, transfer, mortgage, hypothecate or otherwise encumber this Lease except to the extent that Tenant may allow outside organizations to use the Premises in the manner permitted in accordance with the Frederick County Public Schools Procedures for the use of school facilities. Except as expressly permitted in the foregoing sentence, Tenant shall not sublease all or any part of the Premises, nor permit other persons to occupy said Premises or any part thereof, nor grant any license or concession for all or any part of said Premises, without the prior written consent of Landlord.

ARTICLE XI **Alterations**

Section 11.1. **Landlord's Approval Required.** Tenant shall not make any alterations, additions or improvements to the Premises, or any part thereof, without Landlord's prior written consent in each instance first had and obtained, which consent shall not be unreasonably withheld, conditioned, or delayed. Any alterations, additions or improvements made by Tenant shall

immediately become the property of Landlord (excluding Tenant's trade fixtures which shall remain the property of Tenant) and shall remain upon the Premises or Landlord, at its election, may require Tenant to remove same and restore the Premises to their original condition, in which event Tenant shall comply with such requirement prior to the expiration or other termination of this Lease. Tenant shall not cut or drill into or secure any fixture, apparatus or equipment of any kind in or to any part of the Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 11.2. **Liens Upon Landlord's Property.** No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, and no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve, alter or repair the Premises. Tenant shall promptly provide written notice to Landlord of all persons furnishing labor and/or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded within fifteen (15) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rent.

Section 11.3. **Signs and Lights.** The Tenant shall not erect, display or maintain, or permit to be erected, displayed or maintained, any sign, picture, advertisement, awning, canopy, merchandise, notice, or light on the outside of the exterior of the Premises without having secured the written approval of the Landlord, and further, Tenant shall not erect, display, or maintain any illuminated sign or signs or lights in or about the show window or front of said store which shall be visible to the exterior without first securing the written approval of the Landlord and subject to Tenant's obtaining governmental approval. Tenant shall pay all costs in connection with permitting, erecting and maintaining its signage. Signage must comply with applicable Landlord regulations and policies, and all government ordinances.

ARTICLE XII **Right of Entry**

12.1. **Right of Entry.** Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times, but, unless in the event of an emergency, in a manner such that the operations of Tenant during instructional hours are not unreasonably disturbed, to examine the same, and to show to prospective lessees of the Premises, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant shall not be personally present to open and permit an entry into said Premises, at any time, when for any reason an entry therein shall be immediately necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same if Tenant modifies access preventing Landlord from entering with the master key, without rendering Landlord or such agents liable

therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or any part thereof, except as otherwise herein specifically provided.

ARTICLE XIII **Non-Liability and Indemnification**

Section 13.1. **Non-Liability**. Neither Landlord nor Landlord's agents, officers, directors, or employees shall be liable to Tenant or Tenant's agents, employees, contractors, invitees or licensees or any other occupants of the Premises, and Tenant shall save Landlord and Landlord's agents, and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals harmless from any loss, cost, liability, claim, damage, expense (including reasonable attorney's fees and disbursements), penalty or fine incurred in connection with or any damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the property of any other person, irrespective of the cause of such injury, damage or loss (including the acts or negligence of any tenant or of any owners or occupants of adjacent or neighboring property or caused by operations in construction of any private, public or quasi-public work) unless due to the negligence of Landlord or Landlord's agents without contributory negligence on the part of Tenant, its employees, agents, contractors, invitees or licensees; provided, however, that even if due to any such negligence of Landlord or Landlord's agents, Tenant waives, to the full extent permitted by law, any claim for consequential damages in connection therewith. Landlord and Landlord's agents shall not be liable, to the extent of Tenant's insurance coverage, for any loss or damage to any person or property even if due to the negligence of Landlord or Landlord's agents. Any employee of Landlord to whom any property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent with respect to such property and neither Landlord nor Landlord's agents shall be liable for any loss of or damage to any such property by theft or otherwise.

Section 13.2. **Indemnification**. Tenant hereby indemnifies Landlord and Landlord's agents against liability in connection with or arising from (i) any default by Tenant in the performance of any of the terms of this Lease on Tenant's part to be performed, or (ii) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming through or under Tenant, or (iii) any acts, omissions or negligence of Tenant or any such person, or the contractors, agents, employees, invitees or licensees of Tenant or any such person, in or about the Premises either prior to, during or after the expiration of, the Term. If any action or proceeding shall be brought against Landlord or Landlord's agents, based upon any such claim, Tenant additionally shall indemnify Landlord or Landlord's agents for attorneys' fees and disbursements in connection with such action or proceeding. Tenant shall pay to Landlord as Additional Rent, within fifteen (15) days following rendition by Landlord to Tenant of bills or statements therefor, sums equal to all losses, costs, liabilities, claims, damages, fines, penalties and expenses referred to herein.

ARTICLE XIV **Termination; Surrender; Holdover**

Section 14.1. **Termination**. This Lease and the tenancy hereby created shall cease and terminate at the end of the Term without the necessity of any notice or termination from either Landlord or Tenant, and Tenant hereby waives notice to remove and agrees that Landlord shall be

entitled to the benefit of law respecting summary recovery of possession of Premises from a tenant holding over to the same extent as if statutory notice were given. In addition, this Lease shall terminate immediately upon the revocation of the Charter Agreement by the Board or if, for any reason, Tenant ceases to operate as a Maryland Public Charter School. Tenant shall have the unilateral right to terminate this Lease at any time during the Term, upon delivery of one (1) year prior written notice to Landlord, in the event of any of the following: i) Tenant's maintenance and/or repair obligations under Article 6 of this Lease exceeds the sum of Fifty Thousand Dollars (\$50,000.00) during any one-year period during the Term; ii) any portion of the Building or of any system serving the Building requires replacement and the cost of such replacement exceeds the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00), and/or iii) a reduction in the total Per Pupil Allotment payable to Tenant by Frederick County Public Schools (in the aggregate for all charter schools operated by Tenant) of ten percent (10%) or greater. Notwithstanding any provision to the contrary, Landlord shall have the right to terminate this Lease at any time during the last five (5) years of the Term by providing at least two (2) years prior written notice to Tenant in the event the Landlord requires the Premises for its own purposes.

Section 14.2. **Surrender Upon Termination of Term.** Promptly upon the expiration or earlier termination of the Term of this Lease, Tenant shall yield up the Premises to Landlord, clean and neat, and in the same condition, order and repair, normal wear and tear excepted, in which they are required to be kept throughout the Term of this Lease, and Tenant shall remove therefrom Tenant's signs, goods, effects and any machinery, fixtures and equipment used in the conduct of Tenant's trade or business and not servicing the Building and shall repair any damage caused by the installation or the removal thereof. All trade fixtures installed by Tenant in the Premises, other than improvements made by Tenant to the Premises, shall remain the property of Tenant and shall be removable from time to time and also at the expiration of the Term of this Lease or other termination thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; otherwise such fixtures shall not be removable and Landlord shall have a lien thereon to secure itself pursuant to the provisions hereof.

Section 14.3. **Failure to Surrender.** If the Premises are not surrendered upon the expiration or termination of this Lease, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. In addition, in the event Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without the execution of a new lease and without the consent of Landlord, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a tenant from month to month, at a monthly rental equal to two (2) times the Rent payable during the last full calendar month of the Term, subject to all of the other terms of this Lease.

ARTICLE XV

Defaults by Tenant

Section 15.1. **Events of Default and Remedies.** (i) If Tenant shall default in the payment of the Rent, on the days and time and at the place that the same are made payable hereunder, and if such default shall continue for five (5) days after the payment shall be due; or (ii) if Tenant shall in any respect violate any of the terms, conditions or covenants herein contained, and if Tenant shall fail to commence to cure said default within ten (10) business days after notice of said default from Landlord and, thereafter diligently continue to affect such cure, then in either of such events,

the Landlord may re-enter and repossess the Premises, together with any and all improvements thereon and additions thereto, and/or pursue any remedy permitted by law or equity for the enforcement of the provisions hereof; or, in the alternative, and at the election of Landlord, Landlord may give to Tenant at any time after the occurrence of such event of default written notice of Landlord's election to terminate this Lease on a date to be specified in said notice, not less than ten (10) days after the giving thereof; and upon the date specified in said notice, this Lease and the Term shall (except for the continued liability of Tenant as hereinafter provided) expire and come to an end as fully and completely as if the date specified in said notice were the date definitely fixed in this Lease for the expiration of the Term and Tenant shall quit and surrender the Premises, on or before the said date, to Landlord, without cost or charge to Landlord. Upon any expiration, termination or re-entry, neither Tenant or Tenant's creditors and representatives shall thereafter have any right, legal or equitable, in or to the Premises, any portion thereof, or in or to the possession of same, or in, to or under this Lease, and Tenant hereby waives any and all right of redemption which may then be provided by law.

Section 15.2. **Bankruptcy or Insolvency.** If any sale of Tenant's interest in the Premises created by this Lease shall be made under execution or similar legal process, or if Tenant shall be adjudicated a bankrupt or insolvent, or if a receiver or trustee shall be appointed for its business or property, or if a petition shall be filed under the Federal or any state bankruptcy act for a corporate reorganization of Tenant or an arrangement with its creditors, or if Tenant shall make an assignment for the benefit of creditors or initiate proceedings for the benefit of any insolvency law, or if in any other manner Tenant's interest under this Lease shall pass to another by operation of law, then, in any of said events, Tenant shall be deemed to have committed a material breach of this Lease and Landlord may, at its option, re-enter the Premises and declare this Lease and the tenancy hereby created terminated and further may exercise any remedy allowed pursuant to the terms hereof for default. If at any time, Landlord shall have reasonable grounds for insecurity with respect to Tenant's performance under the terms of this Lease, Landlord may demand adequate assurance of due performance by the Tenant, and if Landlord does not receive such assurance within five (5) business days from the date of its demand, Tenant shall be deemed to have committed a material breach of this Lease and Landlord may, at its option, re-enter the Premises and declare this Lease and tenancy hereby created terminated, and further may exercise any remedy allowed pursuant to the terms hereof for default.

Section 15.3. **Delinquent Rent.** Landlord shall be entitled to receive, and Tenant shall be obligated to pay, as Additional Rent, interest at a rate equal to the prime rate of interest reported by The Wall Street Journal, plus four percent (4%) per annum, not to exceed twenty four percent (24%) per annum, upon any delinquent payment of Rent or upon any delinquency in the payment of any other sum due from Tenant under this Lease, computed from the eleventh (11th) day of such delinquency.

Section 15.4. **Tenant's Liability for Rent.** If this Lease is terminated as provided in this Article XV, or if Tenant's possession is terminated by re-entry, summary dispossession proceedings or any other method, Tenant shall remain liable for any Rent and damages which may be due or sustained prior to such termination, and all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies under this Article XV. In addition, Tenant shall be liable to Landlord for Rent for the period from the date of such termination until the time when this Lease would have expired but for such prior termination (said period hereinafter referred to as the "**Early Termination Period**"), said unpaid Rent to be calculated and paid, at the election of Landlord, as

follows: (i) an amount or amounts equal to the Rent otherwise due during the Early Termination Period, less amounts actually received by Landlord from re-letting after deduction of reasonable costs incurred by Landlord in re-letting, and the same shall be computed in equal monthly installments, payable in advance, on the first day of each month during the Early Termination Period, and any action brought to collect any such unpaid Rent for any month shall not in any manner prejudice the right of Landlord to collect any unpaid Rents for any subsequent month; or (ii) an amount equal to the Rent otherwise due during the Early Termination Period, discounted at the rate of six percent (6%) to present value, less the fair rental value of the Premises during the Early Termination Period similarly discounted to present value, or in the event that the Premises are relet for the Early Termination Period, then less the avails of such reletting similarly discounted to present value. If the Landlord shall elect this option, the amount payable pursuant to this clause (ii) shall become due upon the demand of Landlord, as Additional Rent. Landlord agrees to use reasonable efforts to re-let the Premises.

Section 15.5. **Right to Relet Premises.** If this Lease or Tenant's possession of the Premises should be terminated as provided in this Article XV or by re-entry, summary dispossession proceedings or any other method, Landlord may, at Landlord's option, as an additional or alternative remedy (i) re-let the Premises or any part or parts thereof for the account of Tenant for the remainder of the Term as herein originally specified, or (ii) re-let the Premises or any part or parts thereof for a period extending beyond the date when this Lease would have expired but for such prior expiration on default or for such re-entry and termination, and deem that portion of the period within the Term as herein originally specified as a rental for the account of Tenant (which such re-letting may provide for reasonable concessions in rent or a reasonable free rent period but without thereby in any way affecting Tenant's liability hereunder for the rent payable under this Lease for the period of such concession or free rent) and, in any of such events, Landlord may receive the rent therefor, applying the same first to the payment of such expenses of every kind and nature as Landlord may have incurred or assumed in recovering the possession of the Premises and in connection with the re-letting of the Premises, and then (to the extent of the remainder of so much of the said rent as shall have been received with respect to the Term) to the fulfillment of the covenants and agreements of Tenant hereunder including the payment of the Rent herein reserved, and Tenant shall remain liable as herein provided. Landlord shall use reasonable efforts to re-let the Premises.

Section 15.6. **Definition: Rent.** Any and all mention in this Lease of "Rent" shall be deemed to refer to the Base Rent plus all Additional Rent and such additional sums as Tenant shall be obligated to pay to Landlord under any of the terms, covenants and conditions of this Lease, whether or not designated or indicated herein to be payable as Additional Rent.

ARTICLE XVI **Landlord**

Section 16.1. **Definition of Landlord.** The term "Landlord" as used in this Lease means only the Board of Education of Frederick County.

Section 16.2. **No Personal Liability.** Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of Landlord, or any officer, employee or agent of Landlord with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord for the satisfaction of each and every remedy of Tenant in the event of any breach by

Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

Section 16.3. **Landlord's Default.** Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE XVII **Miscellaneous**

Section 17.1. **Relationship of Parties.** Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 17.2. **Financial Statements.** Tenant agrees to furnish to Landlord, upon Landlord's request, at any time, but, unless Tenant is in default hereunder, no more often than once during each year of this Lease following the fiscal year end close, financial statements prepared by an independent Certified Public Accountant and certified as accurate by the Tenant, including, but not limited to, a profit and loss statement, if, as and when statements may be required by Landlord.

Section 17.3. **Effectiveness of Lease.** The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by both Landlord and Tenant and the execution of and delivery to Landlord of any guaranty of Tenant's obligations required in connection with this Lease.

Section 17.4. **Memorandum of Lease; Termination.** The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the party requesting that such short form or memorandum of this Lease be recorded. In the event of termination of this Lease, within thirty (30) days after written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord an instrument evidencing termination of this Lease. If Tenant fails to execute such instrument within said thirty (30) day period or fails to notify Landlord within said thirty (30) day period of its reasons for refusing to execute such instrument, Landlord is hereby authorized to execute and record such instrument removing the short form or memorandum of this Lease from record. The provisions of this Section 17.4. shall survive any termination of this Lease.

Section 17.5. **Notices.** All notices from Tenant to Landlord shall be sent by registered or certified mail, return receipt requested and addressed to Landlord c/o Chief Operating Officer of Frederick County Public Schools, 191 South East Street, Frederick, Maryland 21701, with a copy to Chief Legal Counsel, 191 South East Street, Frederick, Maryland 21701. All notices from Landlord to Tenant shall be sent by registered or certified mail, return receipt requested and addressed to Tenant c/o Alfred Reyes, President of Board of Trustees, P.O. Box 1817, Frederick, MD 21702. Either party may from time to time designate in writing by registered mail a substitute address and thereafter all notices shall be sent to such substitute address.

Section 17.6. **Attorneys' Fees.** If either party hereto institutes any proceeding, claim or action, at law or in equity, in connection with or arising out of the terms, conditions, covenants, and agreements contained in this Lease, the non-prevailing party in any such action, claim, or proceeding shall reimburse the prevailing party for reasonable attorneys' fees, costs, and other expenses incurred in connection with such proceeding or action.

Section 17.7. **Governing Law, Jurisdiction, Venue and Trial by Jury.** This Lease shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any jurisdiction's conflict of laws provisions, and Landlord and Tenant hereby agree that the Circuit Court for Frederick County shall have exclusive jurisdiction and venue over any action arising under this Lease and hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage, and any statutory remedy.

Section 17.8. **Gender.** Reference to masculine, feminine or neuter gender shall include proper gender as the case may be.

Section 17.9. **Successors and Assigns.** This Lease and the covenants, terms and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant to whom an assignment by Tenant has been consented to in writing by Landlord.

Section 17.10. **Interpretation.** It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 17.11. **Remedies Cumulative.** The failure of Landlord to insist in any one or more instances upon the performance of any of the covenants or conditions of this Lease or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving or relinquishing Landlord's right to the performance of any such covenants, conditions, rights or privileges, and the same shall continue and remain in full force and effect, and the waiver of one default or right shall not constitute waiver of any other default, and the receipt of any Rent by Landlord from Tenant or any assignee or subtenant of Tenant, whether the same be Rent that originally was reserved or that which may become payable under any covenants herein contained, or of any portion thereof, shall not operate as a waiver of the right of Landlord to enforce the payment of the Rent or of any of the other obligations of this Lease by such remedies as may be appropriate, and shall not waive or avoid the right of Landlord at any time thereafter to elect to terminate this Lease, on account of such assignment, sub-letting, transferring of this Lease or any other breach of any covenant or condition herein contained unless evidenced by Landlord's written waiver thereof.

Section 17.12. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this lease in whole or in part unless such agreement is in writing and signed

by each of the parties hereto. Landlord shall not be bound by any representations or promises with respect to the Premises except as are herein expressly set forth.

Section 17.13. **Captions.** The captions at the beginning of each Article and Section of this Lease are for convenience only and are not a part of this Lease.

Section 17.14. **Certificates by Landlord and Tenant.** Either party shall, upon not less than ten (10) days prior notice from the other, furnish to the requesting party a written statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been modifications that the same is in full force and effect as modified, and stating the modifications), (ii) this Lease, as modified, constitutes the entire agreement between the parties with respect to the Premises, or, if it does not, then stating the additional agreements (oral or written) that are a part of this agreement, (iii) the dates to which the Rent and other charges have been paid, (iv) the commencement and expiration dates of the Lease, (v) to the best knowledge of the signer of such certificate, the other party is not in default in performance of any covenant, agreement, or condition in this Lease or stating in what respect-such other party is in default, (vi) such party has no claims against the other party or stating the nature and amount of such claims and (vii) that such party has no defenses to the enforcement of this Lease, or identifying such defense.

Section 17.15. **Brokers.** Landlord and Tenant each covenant, warrant and agree with the other that no person, company, firm, corporation or other entity, has acted as a broker or performed any work for which it is entitled to brokerage commissions, finder's fees or any other monies and each of the parties hereto, respectively, agree to indemnify and save each other harmless from and against all judgments, suits, costs, and expenses, including attorney's fees which either party may incur by reason of any action or claim for commissions by any other such person, firm, company, corporation, or other entity by reason of this lease transaction, except as such judgments, etc., that may arise by reason of one party's breach of the foregoing representation and warranty.

Section 17.16. **Joint and Several Liability.** If two or more individuals, corporations, partnerships, or other business associations (or any combination of two or more thereof) shall be Tenants, at any time, the liability of each such individual, corporation, partnership, or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, if the Tenant shall be a partnership or other business association, the members of which are by virtue of statutes or general law, subject to personal liability, the liability of each such member shall be deemed to be joint and several.

Section 17.17. **Corporate Tenants.** In the event Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation qualified to do business in Maryland; all Tenant's franchises and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the board of directors of such corporation to execute and deliver this Lease on behalf of the corporation.

IN WITNESS WHEREOF the parties hereto, by the properly authorized persons and with their respective seals attached, have duly executed this Lease as of the day and year first above written.

ATTEST: **BOARD OF EDUCATION OF FREDERICK COUNTY, Landlord**

_____ By: _____ (SEAL)
Dean Rose, President

ATTEST: **MONOCACY MONTESSORI COMMUNITIES, INC., Tenant**

_____ By: _____ (SEAL)
Alfred Reyes, President

STATE OF MARYLAND, CITY/COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2026, that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dean Rose, President of the Board of Education of Frederick County, and acknowledged that she/he executed the foregoing instrument for the purposes therein contained as the act and deed of the Board of Education.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____ 2026, that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alfred Reyes, who acknowledged that she/he is the President of Monocacy Montessori Communities, Inc. and as such she/he is authorized to execute the foregoing instrument for the purposes therein contained as the act and deed of the entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires

EXHIBIT A

PREMISES

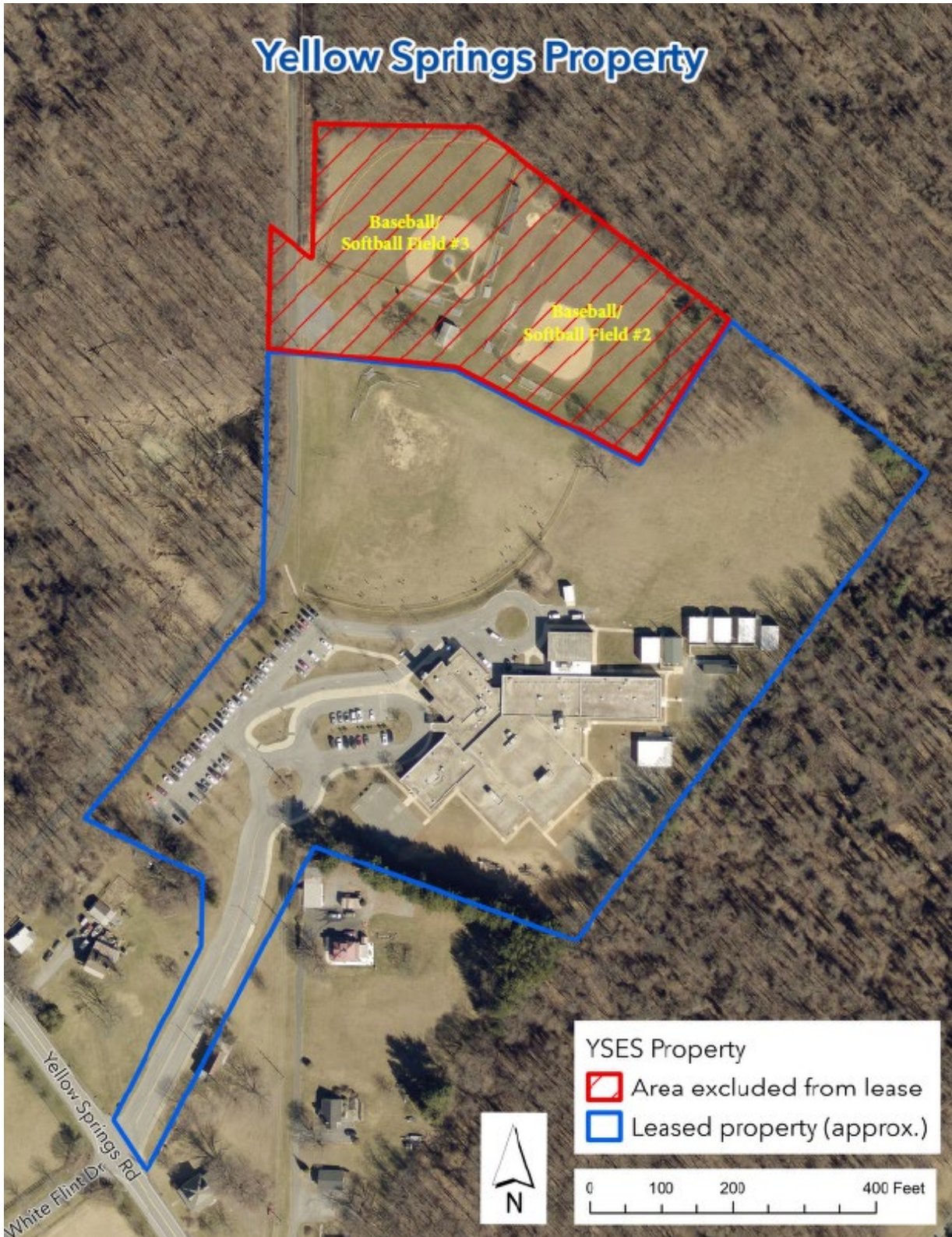


EXHIBIT B

LANDLORD'S WORK

1. Removal of portable classrooms, portable restroom, and wooden decks from the Premises, with all Land currently occupied thereby to be stabilized and seeded.

DRAFT

EXHIBIT C

TENANT'S WORK

DRAFT

EXHIBIT D

RULES AND REGULATIONS

1. Tenant shall use not generate emissions to the ambient air other than exhaust from heating, ventilation, and air conditioning systems, and naturally occurring agri-emissions.
2. Tenant shall not generate noise at the Premises line in excess of allowable limits.
3. Tenant shall not install or use incinerators or fuel-fired boilers.
4. Tenant shall not install any pipes, solder, or flux that contain lead nor use any lead based paint.
5. The Tenant should use the Public Playground Safety Handbook, as issued by the Consumer Product Safety Commission, to guide playground inspection and repair, and thereby limit liability with respect to playground safety and injury.



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.09 Policy 425, Flag Display and Salute
Type	Information, Discussion, Action
Suggested Action	Board approval of Policy 425, Flag Display and Salute
Department(s)	Legal Services
Goal(s)	Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.

Content

PURPOSE OF PRESENTATION:

2nd Reading

PROCESS STATEMENT:

Policy 425, Flag Display and Salute, is presented today for the Board of Education's second reading (Summary_backup1, Decommission Analysis_backup2, Decommission_backup3, Analysis_backup4, Clean_backup5, and Redlined_backup6).

PRESENTER(S) & TITLE(S):

Steven N. Blivess, Esq., Chief Legal Counsel

SUBMITTED BY:

Steven N. Blivess, Esq., Chief Legal Counsel

ATTACHMENT(S):

- [2026.04.22 Policy 425 Flag Display and Salute \(Summary\)_backup1.pdf](#)
- [2026.04.22 Policy 425 Flag Display and Salute \(Decommission Analysis\)_backup2.pdf](#)
- [2026.04.22 Policy 425 Flag Display and Salute \(Decommission\)_backup3.pdf](#)
- [2025.04.22 Policy 425 Flag Display and Salute \(Analysis\)_backup4.pdf](#)
- [2026.04.22 Policy 425 Flag Display and Salute \(Draft - Clean\)_backup5.pdf](#)
- [2026.04.22 Policy 425 Flag Display and Salute \(Draft - Redlined\)_backup6.pdf](#)

Legal Services
191 South East Street
Frederick, MD 21701
(240) 586-8606 phone
(240) 586-8601 fax
legalservices@fcps.org
www.fcps.org

Steven N. Blivess, Esq.
Chief Legal Counsel



Associate General Counsel
Michael A. DuBey, Esq.
Michelle D. Pycha, Esq.

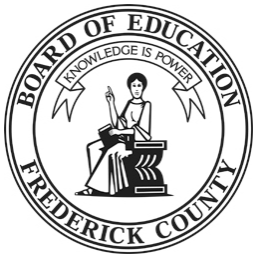
Paralegal
Cindy M. Guilday
Nichole A. Szczesny

Executive Assistant
Zoe L. Carson

**Policy 425, *Flag Display and Salute*
Proposed Changes**

04/22/2026 Board Meeting

Page No.	Paragraph No.	Summary of Changes
1	A	Correct typo in "Frederick".
2	D(4)(b)	Minor grammatical revisions to align language to match 4 USC § 4.
2	E(1)(a)	Add reference to Board Policy 314.



Frederick County Public Schools
Board of Education
POLICY ANALYSIS FORM

Policy Title: Flag Display and Salute
Policy No. 425

Policy Committee Recommendation (Select 1):

- Adoption of a New Policy (Skip Section I, Complete Section II)
- Technical Amendment to an Existing Policy (Complete Section I, Skip Section II)
- Substantive (Non-Technical) Amendment to an Existing Policy (Skip Section I, Complete Section II)
- Decommission of an Existing Policy (Complete Section I, Skip Section II)
- No change to the Policy (No further action is required)

Section I – Technical Amendments, Decommission

1. Select the nature of the amendment:

- Technical amendment to comply with federal, state, or local law
- Technical amendment to bring the policy into alignment with a more recently enacted Board policy
- Technical amendment to apply the new template to an existing policy without substantive changes
- Technical amendment to update directory information (FCPS office names, phone numbers, etc.)
- Decommission

2. Describe the amendment being proposed:

Policy 425 is currently under review as part of the Board’s regular policy review cycle. Staff recommend decommissioning the existing policy, last updated in 2019, and replacing it with a new, more robust policy that expands the scope, clarifies expectations, strengthens implementation, and removes requirements that are more appropriately addressed in regulation.

3. Will the technical amendment to the policy or decommissioning of the policy affect FCPS charter schools? Yes No

If “Yes”, describe how.

Will apply equally to all schools, including the charters.

Section II – New Policy, Substantive (Non-Technical) Amendments

1. What issue or question is being addressed?

Click or tap here to enter text.

2. Is there a fiscal impact? Yes No

If “Yes”, describe or attach a cost analysis and/or fiscal impact statement.

Click or tap here to enter text.

3. Does this policy relate to other Board policies or to FCPS regulations? Yes No
If “Yes”, identify the related policies and/or regulations.

Click or tap here to enter text.

4. Are there any legal requirements (federal, state, or local law or regulation or judicial decision) that mandates the policy or standards within the policy? Yes No
If “Yes”, provide the citation to the legal requirement and a brief description of the requirement.

Click or tap here to enter text.

5. Check the box next to each Maryland LEA whose policies were reviewed in preparing this policy. If you did not review other LEA policies, check the “None” box.

- | | | | |
|---------------------------------------|---------------------------------------|---|---|
| <input type="checkbox"/> Allegany | <input type="checkbox"/> Anne Arundel | <input type="checkbox"/> Baltimore City | <input type="checkbox"/> Baltimore County |
| <input type="checkbox"/> Calvert | <input type="checkbox"/> Caroline | <input type="checkbox"/> Carroll | <input type="checkbox"/> Cecil |
| <input type="checkbox"/> Charles | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Garrett | <input type="checkbox"/> Harford |
| <input type="checkbox"/> Howard | <input type="checkbox"/> Kent | <input type="checkbox"/> Montgomery | <input type="checkbox"/> Prince George’s |
| <input type="checkbox"/> Queen Anne’s | <input type="checkbox"/> Somerset | <input type="checkbox"/> St. Mary’s | <input type="checkbox"/> Talbot |
| <input type="checkbox"/> Washington | <input type="checkbox"/> Wicomico | <input type="checkbox"/> Worcester | <input type="checkbox"/> None |

6. Is a draft attached? Yes No
If “No,” explain why not.

Click or tap here to enter text.

7. What alternatives to the new policy or policy change were considered by staff?

Click or tap here to enter text.

8. Will the policy or policy change affect FCPS charter schools? Yes No
If “Yes”, describe how.

Click or tap here to enter text.

9. Will the Superintendent be required to report on the implementation of the policy? Yes No
If “Yes”, describe how.

Click or tap here to enter text.

10. What is the timeline for the adoption of the policy?

Click or tap here to enter text.

Section III – Recommendation Approval

Recommendation by:

Steven N. Blivess
Superintendent’s Designee

08/27/25

Approved by the Policy Committee on: 8/27/2025

**RECOMMENDED TO BE DECOMMISSIONED BASED ON THE
RATIONALE IN THE POLICY ANALYSIS FORM**

POLICY	BOARD OF EDUCATION OF FREDERICK COUNTY, MARYLAND
FLAG DISPLAY AND SALUTE	POLICY 425
425.1 Display of the American Flag 425.2 Salute to the American Flag 425.3 American Flag as a Tribute 425.4 Maryland State Flag Display and as a Tribute	

Policy Statement: The Board of Education (Board) acknowledges legal and patriotic protocol regarding the display of the flag of the United States of America (American flag) and the Maryland state flag, and acknowledges the rights of individuals regarding flag related activities in schools.

425.1 Display of the American Flag

The American flag shall be displayed at every school building and in each classroom while schools are in session, and where practical, at each school assembly in schools. Where there is only one flag pole, the American flag shall be displayed above state or municipal flags.

425.2 Salute to the American Flag

Each classroom shall have a program at the beginning of each day of classes providing for the salute to the American flag and other patriotic exercises approved by the United States Government.

- a. With the exception of paragraph 'b' below, the Board shall require all students and staff to stand and face the flag and recite the Pledge of Allegiance.
- b. Any student or staff member who wishes to be excused from paragraph 'a' above shall be excused.
- c. No student or staff member will be compelled to participate in the Pledge of Allegiance or any patriotic exercise, nor be penalized or embarrassed for such decision.
- d. Students and staff not participating will not interfere with the rights of others who are participating, nor will they be disruptive during the exercise or may be disciplined accordingly.

425.3 American Flag as a Tribute

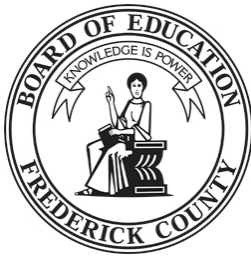
The American flag may be flown at half-staff upon order of the President of the United States for stipulated periods upon the death of principal figures of the United States Government and the Governor of a state, territory, or possession. Presidents also have ordered the flag to be flown at half-staff upon the death of leading citizens, not covered by law, as a mark of official tribute to their service to the United States.

425.4 Maryland State Flag Display and as a Tribute

Proper display of the Maryland state flag will follow “Protocol for the Maryland State Flag” as outlined by state Executive Order.

If a student or staff member dies, as a tribute the Superintendent may order the state flag be flown for two days at half-staff at the school or office where the person belonged. If one flag is at half-staff, other flags flown with it should be at half-staff.

Legal Reference	§ 7-105 Education Article, <i>Annotated Code of Maryland</i>		
	4 U.S.C. §§ 1-10 (2016)		
	Executive Order 01.01.1990.30 “Protocol for the Maryland State Flag” (Amends COMAR 01.01.1999.05)		
Policy History	Reviewed 2019	Adopted 11/08/06	Revised 11/13/19



Frederick County Public Schools
Board of Education
POLICY ANALYSIS FORM

Policy Title: Flag Display and Salute
Policy No. 425

Policy Committee Recommendation (Select 1):

- Adoption of a New Policy (Skip Section I, Complete Section II)
- Technical Amendment to an Existing Policy (Complete Section I, Skip Section II)
- Substantive (Non-Technical) Amendment to an Existing Policy (Skip Section I, Complete Section II)
- Decommission of an Existing Policy (Complete Section I, Skip Section II)
- No change to the Policy (No further action is required)

Section I – Technical Amendments, Decommission

1. Select the nature of the amendment:

- Technical amendment to comply with federal, state, or local law
- Technical amendment to bring the policy into alignment with a more recently enacted Board policy
- Technical amendment to apply the new template to an existing policy without substantive changes
- Technical amendment to update directory information (FCPS office names, phone numbers, etc.)
- Decommission

2. Describe the amendment being proposed:

Click or tap here to enter text.

3. Will the technical amendment to the policy or decommissioning of the policy affect FCPS charter schools? Yes No
If “Yes”, describe how.

Click or tap here to enter text.

Section II – New Policy, Substantive (Non-Technical) Amendments

1. What issue or question is being addressed?

Policy 425 is currently under review as part of the Board’s regular policy review cycle. Staff recommend decommissioning the existing policy, last updated in 2019, and replacing it with a new, more robust policy that expands the scope, clarifies expectations, strengthens implementation, and removes requirements that are more appropriately addressed in regulation.

2. Is there a fiscal impact? Yes No

If “Yes”, describe or attach a cost analysis and/or fiscal impact statement.

Click or tap here to enter text.

3. Does this policy relate to other Board policies or to FCPS regulations? Yes No
 If “Yes”, identify the related policies and/or regulations.

Policy 516, Teaching of Potentially Controversial Issues / Use of Historical Artifacts
 Regulation 516-01, Teaching of Potentially Controversial Issues / Use of Historical Artifacts

4. Are there any legal requirements (federal, state, or local law or regulation or judicial decision) that mandates the policy or standards within the policy? Yes No
 If “Yes”, provide the citation to the legal requirement and a brief description of the requirement.

4 USC 7; Md. Code Ann., Educ. sec. 7-104, 7-105; Md. Code Ann., Gen. Prov. sec. 7-201 – 7-207

5. Check the box next to each Maryland LEA whose policies were reviewed in preparing this policy. If you did not review other LEA policies, check the “None” box.

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Allegany | <input checked="" type="checkbox"/> Anne Arundel | <input checked="" type="checkbox"/> Baltimore City | <input checked="" type="checkbox"/> Baltimore County |
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| <input checked="" type="checkbox"/> Washington | <input type="checkbox"/> Wicomico | <input type="checkbox"/> Worcester | <input type="checkbox"/> None |

6. Is a draft attached? Yes No
 If “No,” explain why not.

N/A

7. What alternatives to the new policy or policy change were considered by staff?

None.

8. Will the policy or policy change affect FCPS charter schools? Yes No
 If “Yes”, describe how.

The flag display and salute applies equally to charter schools.

9. Will the Superintendent be required to report on the implementation of the policy? Yes No
 If “Yes”, describe how.

N/A

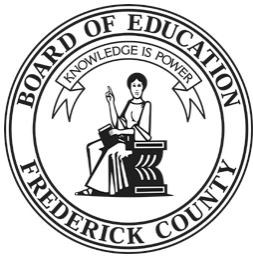
10. What is the timeline for the adoption of the policy?

Immediate.

Section III – Recommendation Approval

Recommendation by: Steven N. Blives **08/27/25**
Superintendent's Designee

Approved by the Policy Committee on: 8/27/2025



Frederick County Public Schools
Board of Education
FLAG DISPLAY AND SALUTE
Policy 425

A. Policy Purpose

To provide guidance related to the display of the United States, Maryland, and other flags and the conduct of patriotic exercises within the Frederick County Public Schools (“FCPS”).

B. Definitions

None at this time.

C. Policy Statement

1. The Board of Education of Frederick County (the “Board”) is committed to honoring the flags of the United States of America and the State of Maryland through the proper and purposeful display of each.
2. The Board recognizes that, from time-to-time, FCPS or a school may wish to display a flag other than that of the United State of America or the State of Maryland outside an FCPS building or in a classroom.
3. The Board is also committed to conducting appropriate opening and patriotic observances and recognizes it is each individual’s right to determine for themselves whether to participate in such observances.

D. Implementation

1. **Display of the American Flag.** The American flag shall be displayed at each school site, FCPS office, or other location at which the Board conducts business and in the classroom of every FCPS school while school is in session.
2. **Display of the Maryland Flag.** The Maryland flag may be displayed at each school site, FCPS office, or other location at which the Board conducts business.
3. **Display of Other Flags**
 - a. Other flags beyond the American and Maryland flag may be displayed at a school site, FCPS office, or other location at which the Board conducts business or in the classroom provided that doing so does not disrupt the learning environment or infringe on the rights of others. Such flags may include the flag of a foreign nation, the flag of a local government, a flag denoting an award or achievement earned by a school, or a flag recognizing the success of students in an extracurricular, co-curricular, or athletic activity. For the purposes of this section, a flag includes banners.
 - b. Notwithstanding the foregoing, a flag that is a historical artifact that may not otherwise

be permitted may be displayed provided that the requirements of [Board Policy 516, Teaching of Potentially Controversial Issues/Use of Historical Artifacts](#) are met.

4. **Patriotic Observances**

- a. Each classroom shall have a program at the beginning of each day of classes that provides for the salute to the flag, the recitation in unison of the Pledge of Allegiance, and other patriotic observances. This may be accomplished through a school-wide announcement over the public address system.
- b. The Pledge of Allegiance is as follows: “I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.”
- c. Notwithstanding the foregoing, any student or teacher who wishes to be excused from the recitation of the Pledge of Allegiance or any other patriotic observance shall be excused without recourse, penalty, or discipline.
- d. A student or teacher who opts out of the recitation of the Pledge of Allegiance or a patriotic observance and causes a disruption to the patriotic observance of others may be subject to discipline.

5. The Superintendent is directed to establish regulations to implement this Policy to include the proper display of the American and Maryland flags, the use of a flag as a tribute, and appropriate care for flags.

E. Related Information

1. **Board Policy**

- a. [Policy 314, Political Activity](https://apps.fcps.org/legal/documents/314)
(<https://apps.fcps.org/legal/documents/314>)
- b. [Policy 516, Teaching of Potentially Controversial Issues/Use of Historical Artifacts](https://apps.fcps.org/legal/documents/516)
(<https://apps.fcps.org/legal/documents/516>)

2. **External Resources**

- a. [MD Division of State Documents, Executive Order 01.01.1999.30, Protocol for the Maryland State Flag](https://fcps-md.info/MD_EO_01-01-1999-30) (Amends COMAR 01.01.1999.05)
(https://fcps-md.info/MD_EO_01-01-1999-30)
- b. [MD Secretary of State, MD Flag Protocol](https://fcps-md.info/MD_Flag_Protocol)
(https://fcps-md.info/MD_Flag_Protocol)

3. **FCPS Regulations**

- a. [Regulation 516-01, Teaching of Potentially Controversial Issues/Use of Historical Artifacts](https://apps.fcps.org/legal/documents/516-01) (formerly 500-40)
(<https://apps.fcps.org/legal/documents/516-01>)

4. **Federal Statutes**

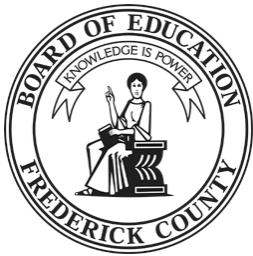
- a. [United States Code, Title 4, Chapter 1](https://fcps-md.info/USC_Title_4_Ch_1)
(https://fcps-md.info/USC_Title_4_Ch_1)

5. **Maryland Statutes**

- a. [Md. Code Ann., Educ. § 7-104](https://bit.ly/Md_Code_Educ_7-104)
(https://bit.ly/Md_Code_Educ_7-104)
- b. [Md. Code Ann., Educ. § 7-105](https://bit.ly/Md_Code_Educ_7-105)
(https://bit.ly/Md_Code_Educ_7-105)
- c. [Md. Code Ann., Gen. Prov. § 7-201](https://fcps-md.info/MD_Gen_Prov_7-201)
(https://fcps-md.info/MD_Gen_Prov_7-201)
- d. [Md. Code Ann., Gen. Prov. § 7-202](https://fcps-md.info/MD_Gen_Prov_7-202)
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- e. [Md. Code Ann., Gen. Prov. § 7-203](https://fcps-md.info/MD_Gen_Prov_7-203)
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- g. [Md. Code Ann., Gen. Prov. § 7-205](https://fcps-md.info/MD_Gen_Prov_7-205)
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- h. [Md. Code Ann., Gen. Prov. § 7-206](https://fcps-md.info/MD_Gen_Prov_7-206)
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- i. [Md. Code Ann., Gen. Prov. § 7-207](https://fcps-md.info/MD_Gen_Prov_7-207)
(https://fcps-md.info/MD_Gen_Prov_7-207)

F. Policy History (Maintained by Legal Services)

<i>Responsible Office</i>	Legal Services; System Accountability and School Administration; Operations
Adoption Dates	11/06/06
Review Dates	
Revision Dates	11/13/19; 04/22/26



Frederick County Public Schools
Board of Education
FLAG DISPLAY AND SALUTE
Policy 425

A. Policy Purpose

[To provide guidance related to the display of the United States, Maryland, and other flags and the conduct of patriotic exercises within the Fred[e]rick County Public Schools (“FCPS”).]

B. Definitions

[None at this time.]

C. Policy Statement

1. [The Board of Education of Frederick County (the “Board”) is committed to honoring the flags of the United States of America and the State of Maryland through the proper and purposeful display of each.]
2. The Board recognizes that, from time-to-time, FCPS or a school may wish to display a flag other than that of the United State of America or the State of Maryland outside an FCPS building or in a classroom.
3. The Board is also committed to conducting appropriate opening and patriotic observances and recognizes it is each individual’s right to determine for themselves whether to participate in such observances.]

D. Implementation

1. **Display of the American Flag.** The American flag shall be displayed at each school site, FCPS office, or other location at which the Board conducts business and in the classroom of every FCPS school while school is in session.
2. **Display of the Maryland Flag.** The Maryland flag may be displayed at each school site, FCPS office, or other location at which the Board conducts business.
3. **Display of Other Flags**
 - a. Other flags beyond the American and Maryland flag may be displayed at a school site, FCPS office, or other location at which the Board conducts business or in the classroom provided that doing so does not disrupt the learning environment or infringe on the rights of others. Such flags may include the flag of a foreign nation, the flag of a local government, a flag denoting an award or achievement earned by a school, or a flag recognizing the success of students in an extracurricular, co-curricular, or athletic activity. For the purposes of this section, a flag includes banners.
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- a. Each classroom shall have a program at the beginning of each day of classes that provides for the salute to the flag, the recitation in unison of the Pledge of Allegiance, and other patriotic observances. This may be accomplished through a school-wide announcement over the public address system.
- b. The Pledge of Allegiance is as follows: “I pledge allegiance to the [F]lag of the United States of America[,] and to the Republic for which it stands, one [N]ation[,] under God, indivisible, with liberty and justice for all.”
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E. Related Information

1. **Board Policy**

- a. [Policy 314, *Political Activity* (<https://apps.fcps.org/legal/documents/314>)]
- b. Policy 516, *Teaching of Potentially Controversial Issues/Use of Historical Artifacts* (<https://apps.fcps.org/legal/documents/516>)

2. **External Resources**

- a. MD Division of State Documents, Executive Order 01.01.1999.30, *Protocol for the Maryland State Flag* (Amends COMAR 01.01.1999.05) (https://fcps-md.info/MD_EO_01-01-1999-30)
- b. MD Secretary of State, MD Flag Protocol (https://fcps-md.info/MD_Flag_Protocol)

3. **FCPS Regulations**

- a. Regulation 516-01, *Teaching of Potentially Controversial Issues/Use of Historical Artifacts* (formerly 500-40) (<https://apps.fcps.org/legal/documents/516-01>)

4. **Federal Statutes**

- a. United States Code, Title 4, Chapter 1 (https://fcps-md.info/USC_Title_4_Ch_1)

5. **Marvland Statutes**

- a. [Md. Code Ann., Educ. § 7-104](https://bit.ly/Md_Code_Educ_7-104)
(https://bit.ly/Md_Code_Educ_7-104)
- b. [Md. Code Ann., Educ. § 7-105](https://bit.ly/Md_Code_Educ_7-105)
(https://bit.ly/Md_Code_Educ_7-105)
- c. [Md. Code Ann., Gen. Prov. § 7-201](https://fcps-md.info/MD_Gen_Prov_7-201)
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- d. [Md. Code Ann., Gen. Prov. § 7-202](https://fcps-md.info/MD_Gen_Prov_7-202)
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- f. [Md. Code Ann., Gen. Prov. § 7-204](https://fcps-md.info/MD_Gen_Prov_7-204)
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- g. [Md. Code Ann., Gen. Prov. § 7-205](https://fcps-md.info/MD_Gen_Prov_7-205)
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- i. [Md. Code Ann., Gen. Prov. § 7-207](https://fcps-md.info/MD_Gen_Prov_7-207)
(https://fcps-md.info/MD_Gen_Prov_7-207)]

F. Policy History (Maintained by Legal Services)

<i>Responsible Office</i>	[Legal Services; System Accountability and School Administration; Operations]
Adoption Dates	11/06/06
Review Dates	
Revision Dates	11/13/19[; XX/XX/XX [04/22/26]]



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1.. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.10. Special Education Update
Type	Information
Department(s)	Special Education and Student Services
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION: Staff will share an overview of family engagement opportunities provided by our Partners for Success Community Liaisons and information from the Special Education Listening Sessions.

PRESENTER(S) & TITLE(S):

Katie Buckley, Director, Special Education, Secondary
Emily Quinlan, Supervisor, Special Education, Elementary

SUBMITTED BY:

Dr. Jennifer Bingman, Associate Superintendent, Special Education and Student Services

ATTACHMENT(S):

[04.22.26 BOE Special Education Update.pdf](#)

Special Education and Student Services

Special Education Update

April 22, 2026

PRESENTED BY: Katie Buckley, Director, Special Education Secondary
Emily Quinlan, Supervisor, Special Education Elementary



Presentation Outcomes

1. To share an overview of family engagement opportunities provided by our Partners for Success Community Liaisons
2. To share themes from our Special Education Listening Sessions





Partners for Success Family Engagement

FCPS

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Partners for Success Purpose

- To educate and connect families of children and youth with disabilities, ages 3-21, to vital knowledge and resources
- To support families in being equal partners in the educational decision making process and to assist families in accessing services for their children

FCPS

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Family Supports for SY 25-26

Type of Event	Event / Support Examples	Type of Event	Event / Support Examples
Family Support	<ul style="list-style-type: none"> • Monthly Support Groups (Morning and Evening) • Family Resource Center Open House • PreK Tour with Infants & Toddlers • SibShops with The Arc of Frederick County 	Family Event	<ul style="list-style-type: none"> • Art for All • Chili's Etiquette Dinner • Pediatric Movement Center Open Gym • Sensory Movie Nights • Walkersville Train
Family Outreach	<ul style="list-style-type: none"> • Infants & Toddlers Fall Fest • SECAC Resource Fair • Transition Youth Fair • Monthly SECAC Meetings • Parent Voice Sessions • Monthly Newsletters 	Seminar/ Workshop	<ul style="list-style-type: none"> • Monocacy Foundation Workshop • IEP Family Series (4 sessions) • Inclusivity Workshop • Behavior Workshop (2 sessions) • Appendix A Workshop • Trauma Informed Workshop
<p>As of March 2026, a total of 878 individuals have attended scheduled events. In SY 2024-2025, a total of 720 individuals attended scheduled events.</p>			



Special Education Family Listening Sessions



Special Education Parent Voice Sessions

- Advertised on the FCPS website, FCPS Community Newsletter, and social media platforms
- Engaged a variety of stakeholders to seek input for increasing participation due to limited family attendance
- Administrator from each school attended

7



Themes that Reinforce our Continuous Improvement Efforts

Continue to:

- Plan for and meet the unique students of our students
- Strengthen communication and collaboration with families
- Evaluate and upgrade systems to enhance the student and family experience
- Provide professional learning to staff

8



Questions or Concerns: Contact Us

CONTACT

Special Education Family and
Community Involvement

Liaisons Partners for Success
Family Support Coordinators

Partners For Success
Email: Partners.ForSuccess@fcps.org

Phone: 227-203-3920
227-203-3957

Email: SpecialEducation@fcps.org
Phone Number: 240-586-8650

Special Education Leadership Team

- Dr. Jennifer Bingman
- Mr. Troy Keller
- Ms. Katie Buckley



Questions and Discussion





Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1.. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.11. Monocacy Valley Montessori Public Charter (MVMPCS) School Annual Report
Type	Information, Discussion
Department(s)	System Accountability & School Administration
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION:

To provide an annual report and review of the Monocacy Valley Montessori Public Charter School (MVMPCS) program.

BACKGROUND/SUMMARY:

Monocacy Valley Montessori Public Charter School (MVMPCS) is in its twenty-fourth year of operation, having opened in the fall of the 2002-2003 school year. MVMPCS currently serves students from pre-school through grade 11. The goals of MVMPCS are to provide an authentic Montessori education, while encouraging students to achieve educational excellence, provide enrichment opportunities for students, promote involvement among parents and staff, promote and support professional development, and seek continual improvement for the physical environment.

PROCESS STATEMENT:

During the presentation, presenters will share the annual report and answer questions about the school's instructional program and operating procedures.

PRESENTERS & TITLES:

Jacqueline Bauer, Vice President, MVMPCS, MMCI

Amy Dorman, Principal, MVMPCS

Danny Enck, Director of School Management, Planning and Logistics

Teresa Kasten, Governing Council Chair, MVMPCS

SUBMITTED BY:

Dr. Jamie Aliveto, Chief of Schools and Accountability

ATTACHMENT(S):

[04.22.2026 MVMPCS Annual Report_backup1.pdf](#)

[04.22.2026 MVMPCS Annual Report_backup2.pdf](#)

Monocacy Valley Montessori Public Charter School

2024-2025 Annual Report

Board of Education
April 22, 2026

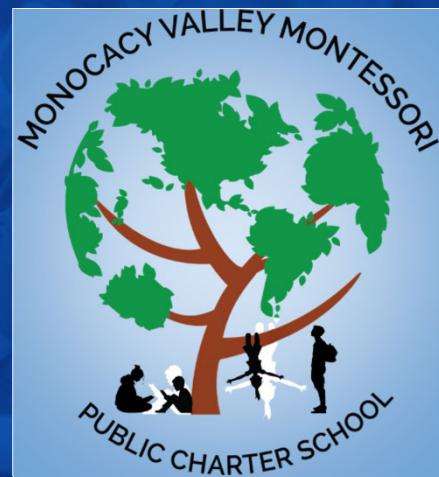
PRESENTED BY: Jacqueline Bauer, Vice President - MVM, MMCI
Amy Dorman, MVM Principal
Teresa Kasten, Governing Council Chair



1

Presentation Outcomes

1. Briefly review 2024-2025 data including:
 - a. Student Performance
 - b. School Culture and Climate
2. Provide updates on:
 - a. Fiscal Accountability
 - b. Facilities
 - c. Governance
 - d. Probation

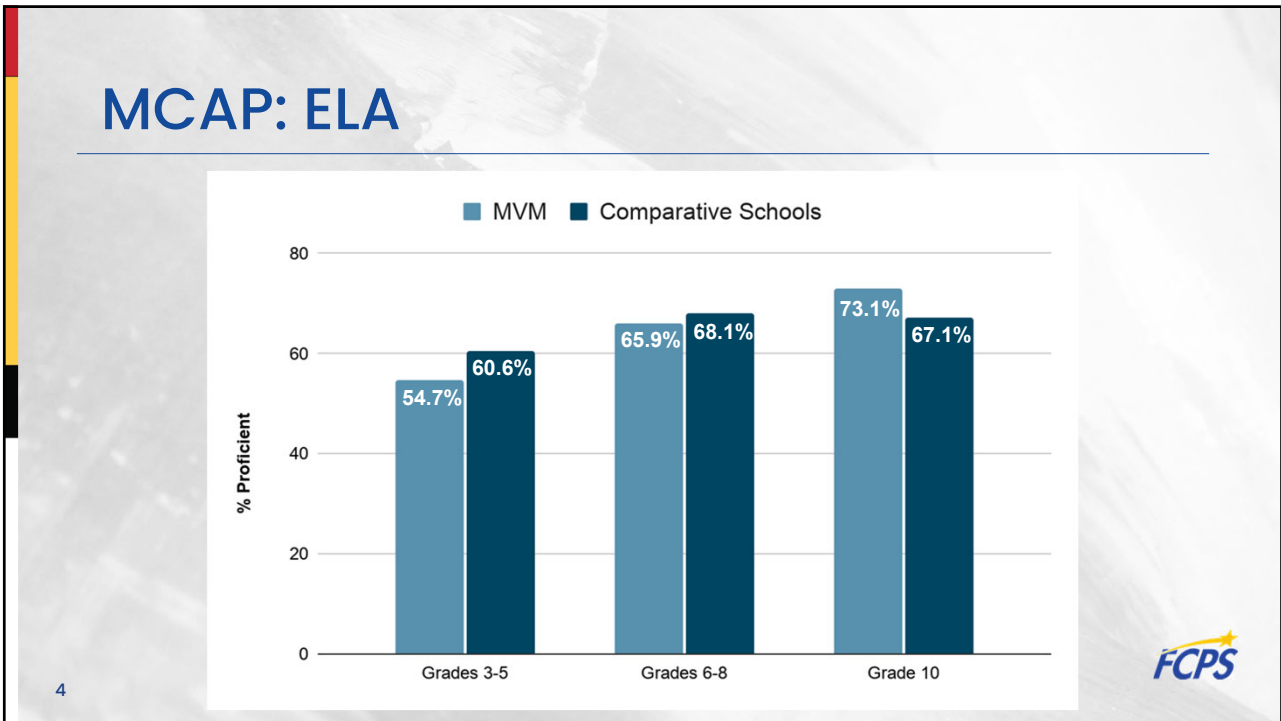


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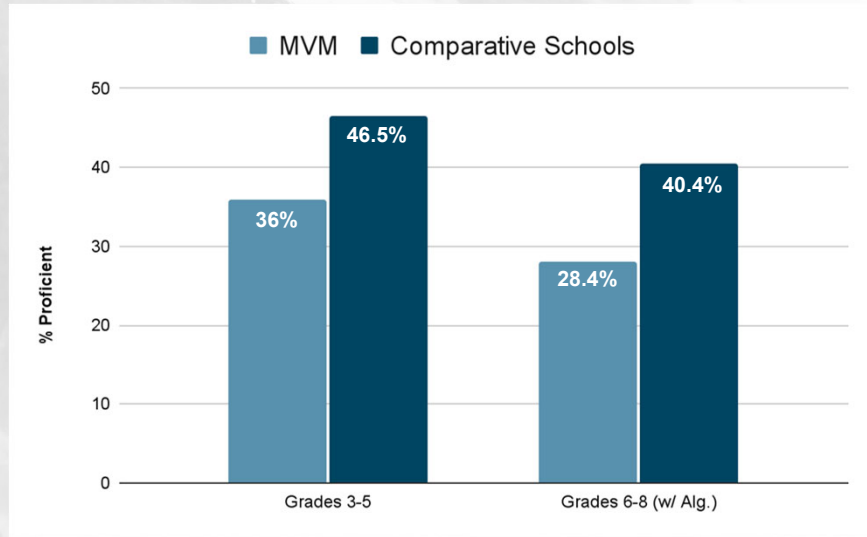


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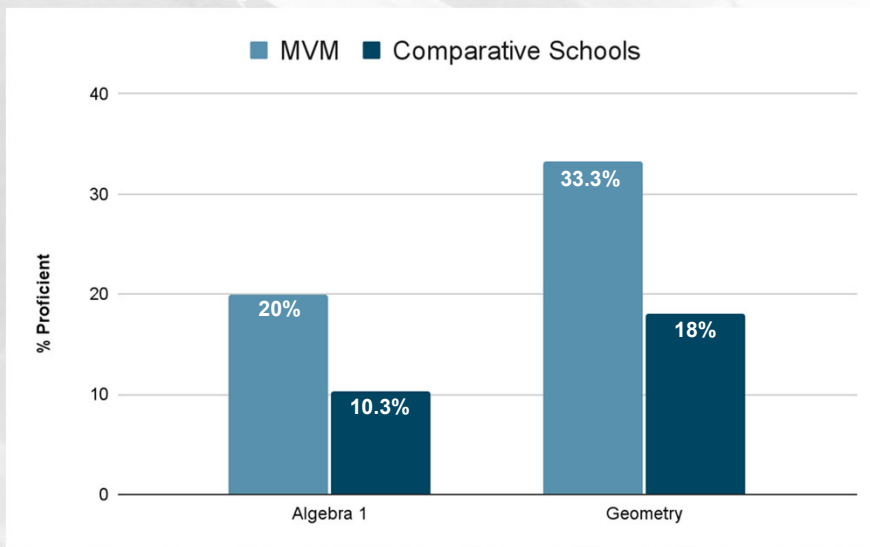
MCAP: Math



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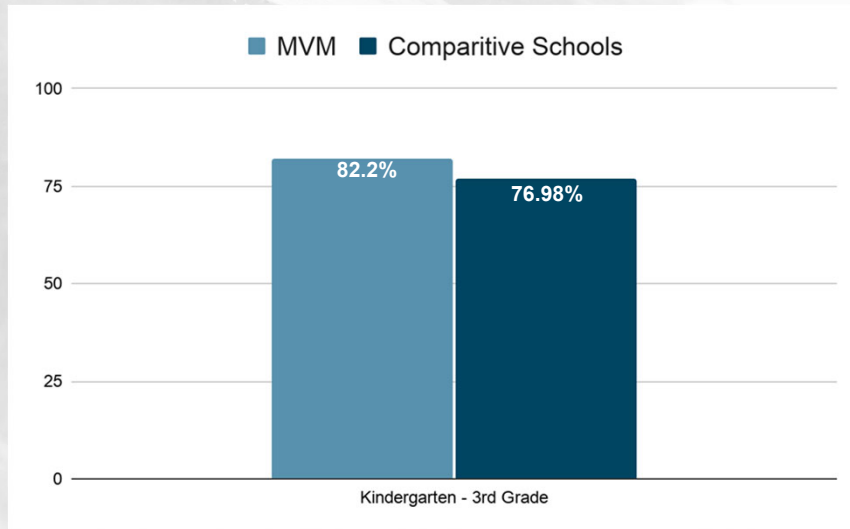
MCAP: Math



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DIBELS – Early Literacy Achievement



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NWEA MAP – Reading Achievement

2024-25 MAP Reading Data show that MVMPCS scores ranged from the:

- 59th – 72nd percentile in grades one through six
- 72nd – 76th percentile in grades seven and eight
- 74th – 80th percentile in grades nine and ten

8



8

NWEA MAP – Language Achievement

2024-25 MAP Language Usage data show that MVMPCS scores ranged from the:

- 43rd – 70th percentile in grades one through six
- 54th – 66th percentile in grades seven and eight
- 67th – 69th percentile in grades nine and ten

9



9

NWEA MAP – Math Achievement

2024-25 MAP Mathematics Data show that MVMPCS scores ranged from the:

- 43rd – 70th percentile in grades one through six
- 54th – 66th percentile in grades seven and eight
- 67th – 69th percentile in grades nine and ten

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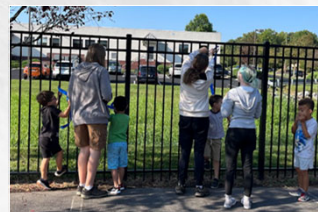
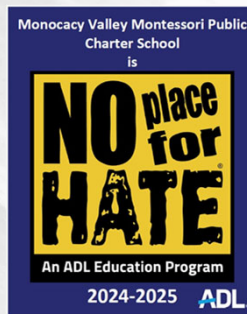
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MVM School Climate

- Noteworthy Celebrations
 - MVMPCS became a No Place for Hate School
 - International Day of Peace
 - International Children’s Day
 - Team Building Activities



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Perceptual Survey Results

- The 2024-2025 perceptual survey revealed:
 - Students ranked academics & safety as the highest competency & sense of belonging as their highest concern.
 - Staff selected sense of belonging as the highest competency and ranked safety as their highest concern.
 - Families ranked climate as the highest competency & safety as their highest concern.

13



13

MVM Clubs and Extracurriculars



- Science Olympiad
- Math Olympiad
- NASA Partnership
- Chorus & Drama



14



14



15

Fiscal Accountability

Budget vs Actual

EXPENSE SUMMARY BY CLASS	FY25 Budget	FY25 Actual
Class 01 Administration	90,335	84,089
Class 02 Office of the Principal	350,446	311,529
Class 03 Instructional Salaries	2,042,496	2,018,359
Class 04 Instructional Supplies	38,000	78,317
Class 05 Instructional Other	6,100	4,667
Class 08 Student Health Services	2,500	1,433
Class 10 Operations	227,971	235,389
Class 11 Maintenance	70,292	63,329
Class 12 Fixed Charges	1,779,947	1,677,323
TOTAL EXPENSES	\$ 4,608,088	\$ 4,474,435

FUNDING SUMMARY		
PPA Allocation FY25**	4,516,767	4,516,767
Expenditures FY25		(4,474,435)
SURPLUS/(DEFICIT) FY25		\$42,332

Budget summary by class

Class	Percentage
Instructional Salaries	45.1%
Fixed Charges	37.5%
Office of the Principal	7.0%
Operations	5.3%
Admin	1.9%
Maintenance	1.4%
Instructional Supplies	1.8%

16



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Facilities Updates

- Phase 3 of construction was completed during the summer of 2025.
- The current usable space supports the capacity of our charter.
- Unfinished space on the second and third floor will continue to be built out as future budgets allow.



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Governance Structure or Organization

- The Monocacy Valley Montessori Governing Council (MVM GC) provides school-level oversight.
- The Board of Trustees (MMCI) provides fiduciary and charter oversight.
- School leadership manages day-to-day operations.

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graph TD
    BOE[FCPS BOE] --- Super[Superintendent]
    Super --- GC[MVMPCS Governing Council]
    Super --- CL[FCPS Charter Liaison]
    Super --- Bot[MMCI Board of Trustees]
    Bot --- MMCI_A[MMCI Advisory Committees]
    Bot --- MMCI_B[MMCI Bookkeeper]
    Bot --- GC
    GC --- MP[MVMPCS Principal]
    MP --- Staff[MVMPCS Staff]
    GC --- Comm[MVMPCS Committees]
    Comm --- CV[Community Volunteers]
    
```

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Probation Update

- The MVM Governing Council has been collaborating with MMCI and FCPS staff to address the concerns of the Board of Education.
- The MVM Governing Council is instating a temporary committee to audit/review all documentation regarding the expansion and implementation of the high school program from 2020 forward.

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FCPS

22



Monocacy Valley Montessori Public Charter School

1. EDUCATIONAL PERFORMANCE

Focus Area	Indicator	Standard/Criteria	Sources of Evidence
Federal Accountability	Federal/State recognized performance level requirements	The school has not been identified as a school in need of improvement or underperforming	Federal/State recognized performance level requirements Every Student Succeeds Act (ESSA) Annual Measurable Objectives (AMO)
	AYP attainment	The school has met at least a Proficient performance level	
	Student group(s) attainment of AYP	The school has achieved its performance targets in identified student group(s)	

Focus Area: Federal Accountability

ESSA Accountability

Monocacy Valley Montessori Public Charter School (MVMPCS) was Maryland’s first charter school and has been successfully operating since 2002.

Every Student Succeeds Act - Annual Measurable Objectives 2024-2025

Academic Achievement – Subject	Longitudinal Data – Projected Result			Goal Met?
	2022-2023	2023-2024	2024-2025	
All Students - Elementary ELA	51.8% 56.3%	54% 57.5%	56.2% 54.7%	No, MVMS fell short of the projected goal by 1.5%.
All Students - Middle School ELA	65.7% 74.1%	67.3% 56.3%	68.8% 67.4%	No, MVMS fell short of the projected goal by 1.4%.
All Students - Elementary Math	36.6% 36.3%	39.2% 35.6%	42.1% 36.0%	No, MVMS fell short of the projected goal by 6.1%.
All Students - Middle School Math	59.3% 40.0%	61.1% 25.3%	63.0% 33.7%	No, MVMS fell short of the projected goal by 29.3%.

ESSA AMO data reveal that MVMPCS students showed a slight decrease (2.8%) in elementary ELA proficiency scores and a substantial increase (11.1%) in middle school ELA proficiency scores from the previous year. There was a slight increase (0.4%) in elementary math proficiency scores and a more substantial increase (8.4%) at the middle school level from the previous year.

Focus Area	Indicator	Standard/Criteria	Sources of Evidence
State & Local Accountability	Federal/State recognized achievement requirements	Students at the school demonstrate proficiency or progress towards meeting proficiency, in subjects tested (English/Language Arts, writing, mathematics, and science)	Maryland Comprehensive Assessment Program (MCAP) data
	Annual gains of students achieving in the bottom 25%	50% made one-year’s worth of growth	Northwest Evaluation Association (NWEA) Measure of Academic Performance (MAP), Dynamic Indicators of Basic Early Literacy Skills (DIBELS)
	% of students tested	The school is appropriately administering applicable state standardized tests to its students.	Maryland Integrated Science Assessments (MISA) Science MCAP (English Language Arts and Literacy, Mathematics, and Social Studies)

	Relative performance	The school's performance meets or exceeds the performance of schools with closely comparable student populations.	DIBELS MCAP data MISA data NWEA MAP data
	Comparative performance		DIBELS MCAP data MISA data (Comparable Schools include MVM and designated cluster schools that have been identified by FCPS as "comparable" to MVM)
	Other Charter Agreement Indicators		

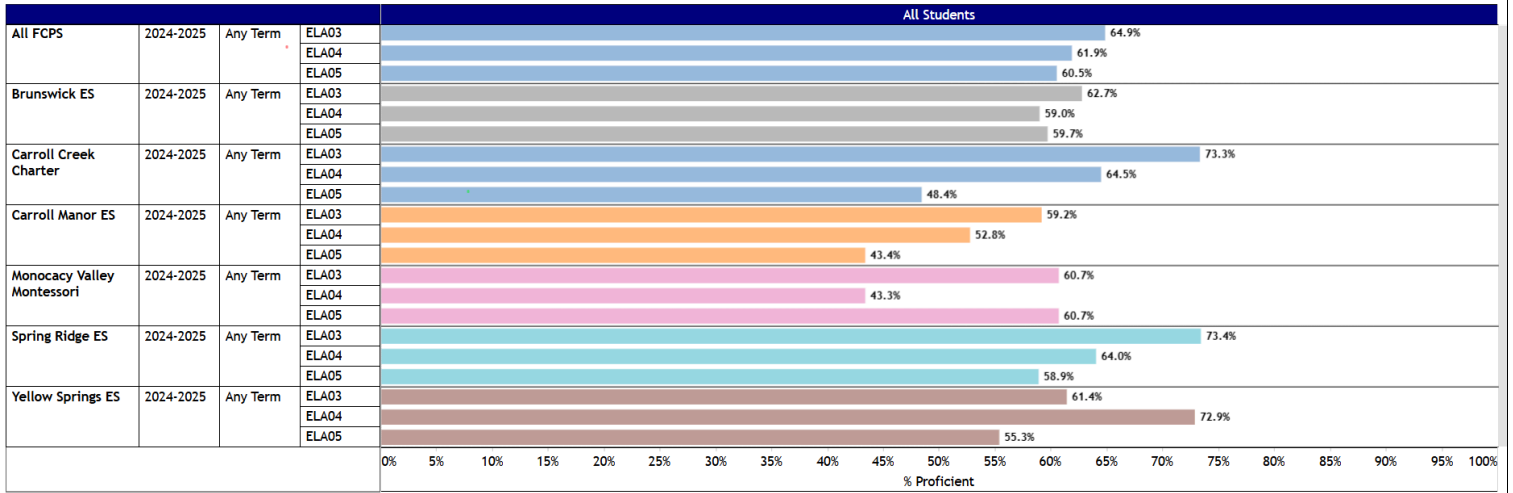
Focus Area: State & Local Accountability

STATE ASSESSMENTS

Monocacy Valley Montessori Public Charter School students participated in state and local assessments, and data reported are from RADAR 5.1 - Frederick County Public Schools. Similar Schools Cluster groups for elementary included: Brunswick, Carroll Creek Montessori, Carroll Manor, Spring Ridge, and Yellow Springs. Similar Schools Cluster for middle school were: Brunswick, Carroll Creek Montessori, Frederick Classical Charter School, Governor Thomas Johnson, Urbana, and Walkersville. Similar Cluster Schools Cluster for high school was Walkersville. The graphs below show relative and comparative performance of MVM students with all FCPS students and cluster groups for elementary and middle school.

2024-2025 MCAP English Scores for students in Grades 3, 4, & 5

2024-2025 Any Term MCAP: ELA03, ELA04, ELA05
Grade(s): 03, 04, 05 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
Note: Red Line represent the Non-Group Proficient % (when applicable)

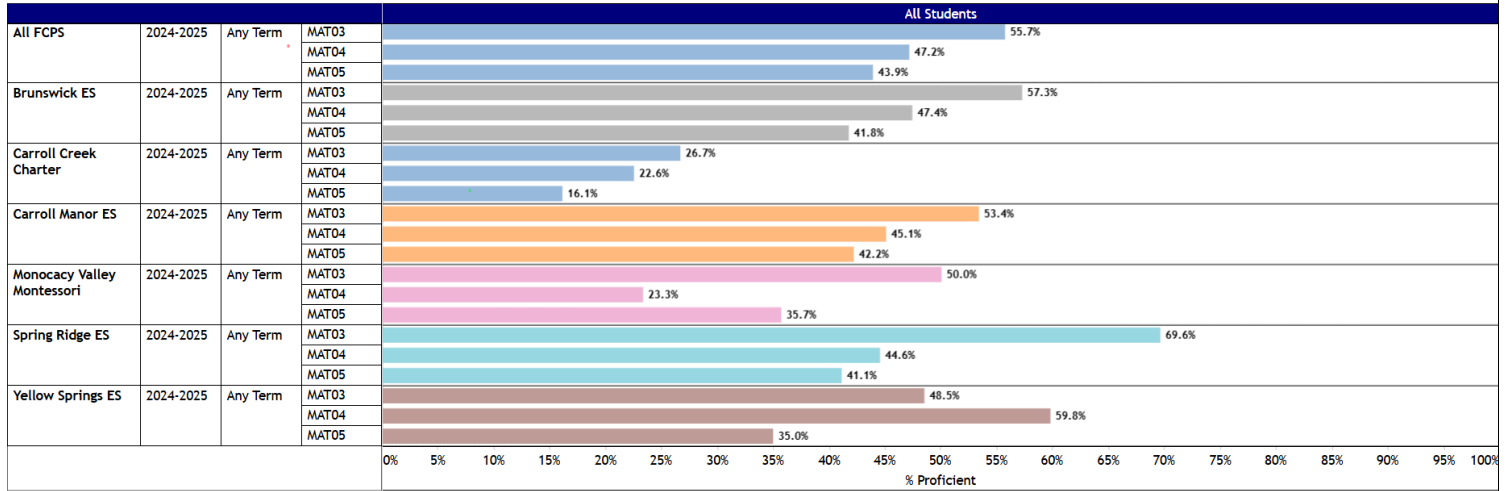


2024-25 Elementary MCAP English Data show that:

- MVMPCS third grade students ranked fifth of six in the cluster group, and 4.2 percentage points behind All FCPS.
- MVMPCS fourth grade students ranked sixth of six in the cluster group, and 18.6 percentage points behind All FCPS.
- MVMPCS fifth grade students ranked first of six in the cluster group, and 0.2 percentage points ahead of All FCPS.

2024-2025 MCAP Mathematics Scores for students in Grades 3, 4, & 5

2024-2025 Any Term MCAP: MAT03, MAT04, MAT05
 Grade(s): 03, 04, 05 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
 Note: Red Line represent the Non-Group Proficient % (when applicable)

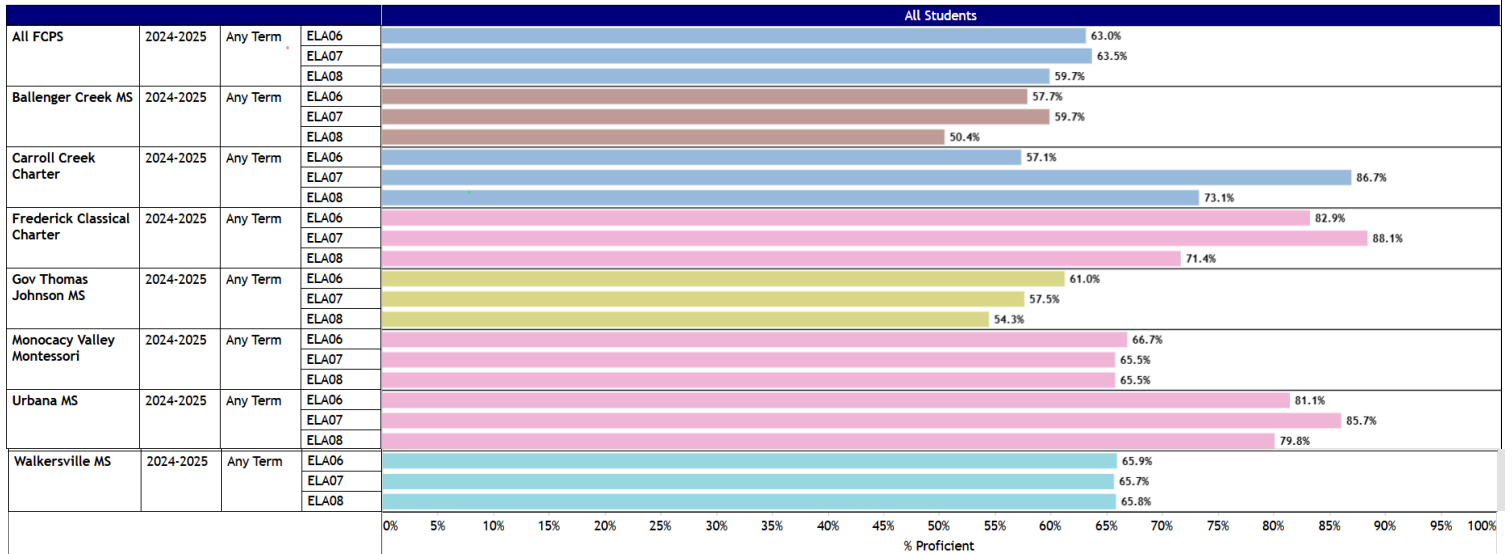


2024-25 Elementary MCAP Math Data show that:

- MVMPCS third grade students ranked fourth of six in the cluster group, and 5.7 percentage points behind All FCPS.
- MVMPCS fourth grade students ranked fifth of six in the cluster group, and 23.9 percentage points behind All FCPS.
- MVMPCS fifth grade students ranked fourth of six in the cluster group, and 8.2 percentage points behind All FCPS.

2024-2025 MCAP English Scores for students in Grades 6, 7, & 8

2024-2025 Any Term MCAP: ELA06, ELA07, ELA08
 Grade(s): 06, 07, 08 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
 Note: Red Line represent the Non-Group Proficient % (when applicable)

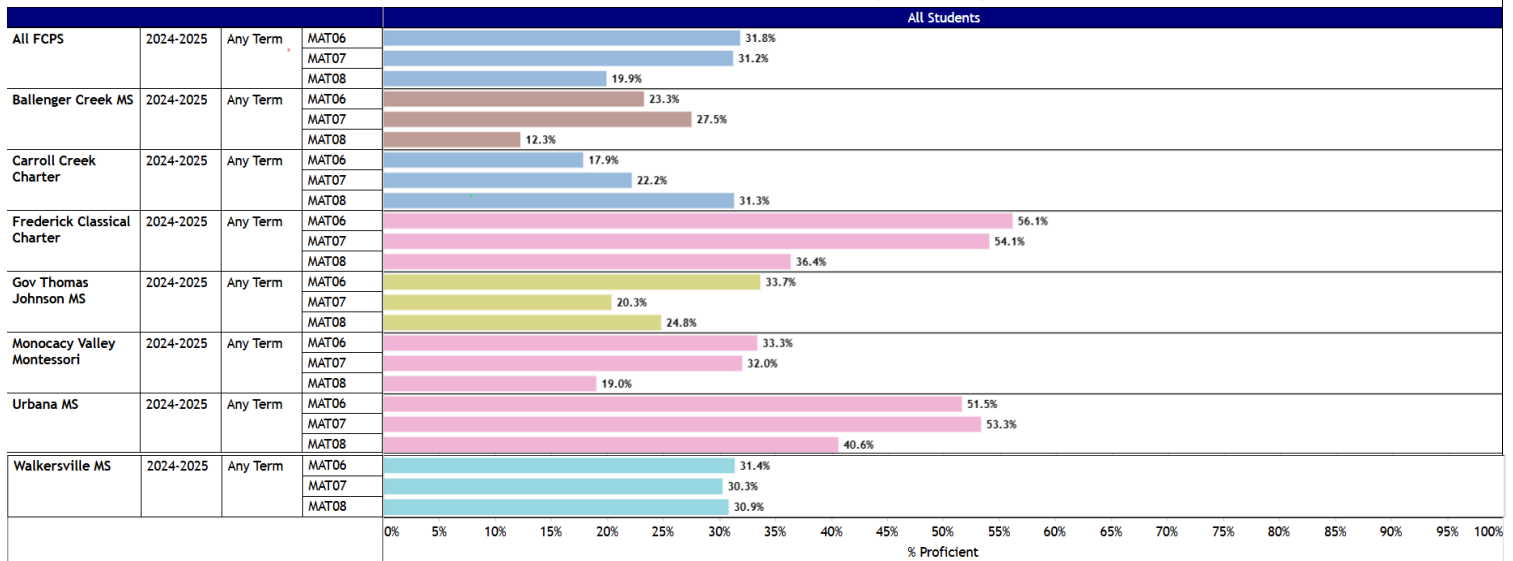


2024-25 Middle School MCAP English Data show that:

- MVMPCS sixth grade students ranked third of seven in the cluster group, and 3.7 percentage points ahead of All FCPS.
- MVMPCS seventh grade students ranked fifth of seven in the cluster group, and 2 percentage points ahead of All FCPS.
- MVMPCS eighth grade students ranked fifth of seven in the cluster group, and 5.8 percentage points ahead of All FCPS.

2024-2025 MCAP Mathematics Scores for students in Grades 6, 7, & 8

2024-2025 Any Term MCAP: MAT06, MAT07, MAT08
Grade(s): 06, 07, 08 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
Note: Red Line represent the Non-Group Proficient % (when applicable)

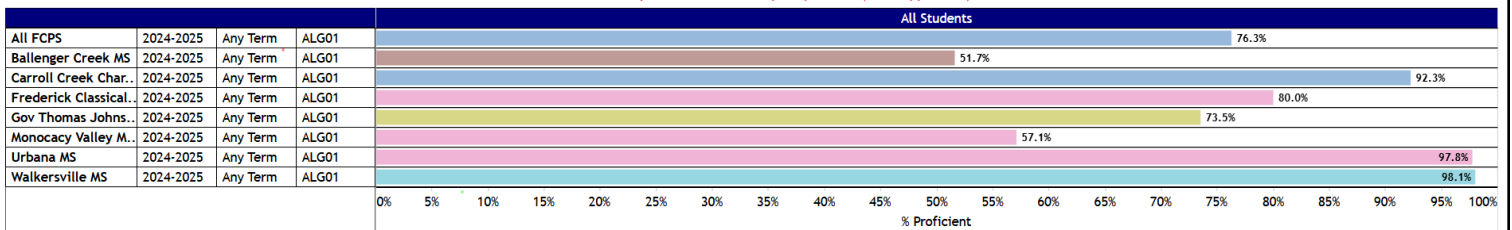


2024-25 Middle School MCAP Mathematics Data show that:

- MVMPCS sixth grade students ranked fourth of seven in the cluster group, and 1.5 percentage points ahead of All FCPS.
- MVMPCS seventh grade students ranked third of seven in the cluster group, and 0.8 percentage points ahead of All FCPS.
- MVMPCS eighth grade students ranked sixth of seven in the cluster group, and 0.9 percentage points behind All FCPS.

MCAP Algebra 1 Scores for students in Grades 7 & 8

2024-2025 Any Term MCAP: ALG01
Grade(s): 07 & 08 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
Note: Red Line represent the Non-Group Proficient % (when applicable)

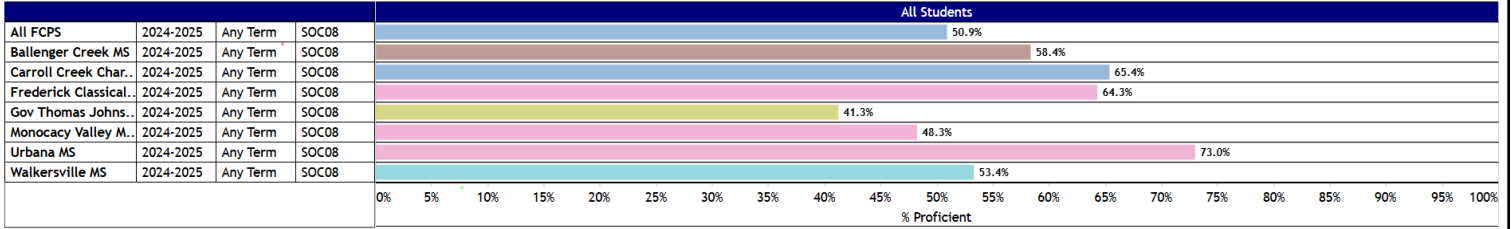


2024-25 Middle School MCAP Algebra 1 Data show that:

- MVMPCS seventh & eighth grade students ranked sixth of seven in the cluster group, and 19.2 percentage points behind All FCPS (four 7th-year students and three 8th-year students took algebra this year).

2024-2025 MCAP Social Studies Scores for students in Grade 8

2024-2025 Any Term MCAP: SOC08
Grade(s): 08, 09, 10 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
Note: Red Line represent the Non-Group Proficient % (when applicable)

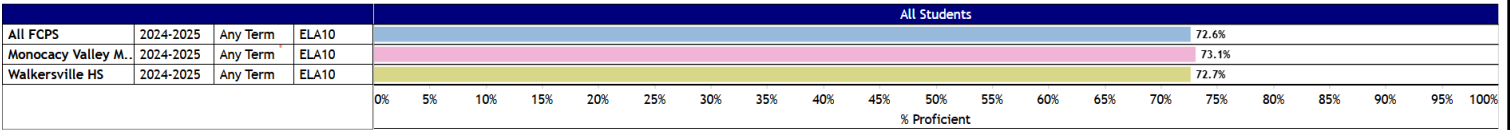


2024-25 Middle School MCAP Social Studies Data show that:

- MVMPCS eighth grade students ranked sixth of seven in the cluster group, and 2.6 percentage points behind All FCPS.

2024-2025 MCAP English Scores for students in Grade 10

2024-2025 Any Term MCAP: ELA10
Grade(s): 09 & 10 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
Note: Red Line represent the Non-Group Proficient % (when applicable)

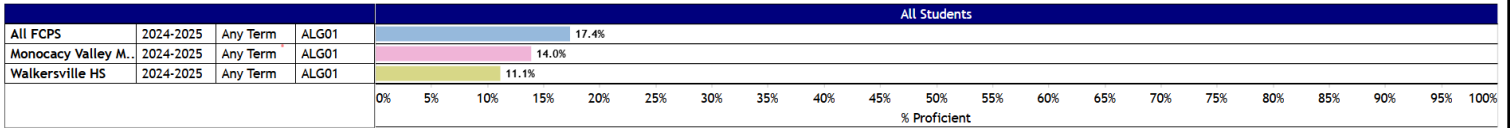


2024-25 High School MCAP ELA10 Data show that:

- MVMPCS tenth grade students ranked first of two in the cluster group, and 0.5 percentage points ahead of All FCPS.

MCAP Algebra 1 Scores for students in Grades 9 & 10

2024-2025 Any Term MCAP: ALG01
Grade(s): 09 & 10 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
Note: Red Line represent the Non-Group Proficient % (when applicable)

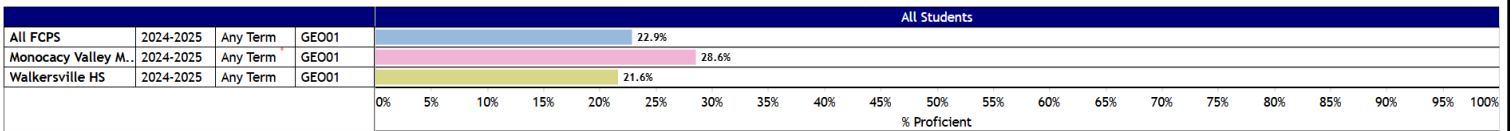


2024-25 High School MCAP Algebra 1 Data show that:

- MVMPCS ninth grade students ranked first of two in the cluster group, and 6.3 percentage points behind All FCPS.

MCAP Geometry Scores for students in Grade 9

2024-2025 Any Term MCAP: GEO01
Grade(s): 09 & 10 - All Students - First Time Taker, Gr 3-8 Students, Repeat Taker
Note: Red Line represent the Non-Group Proficient % (when applicable)

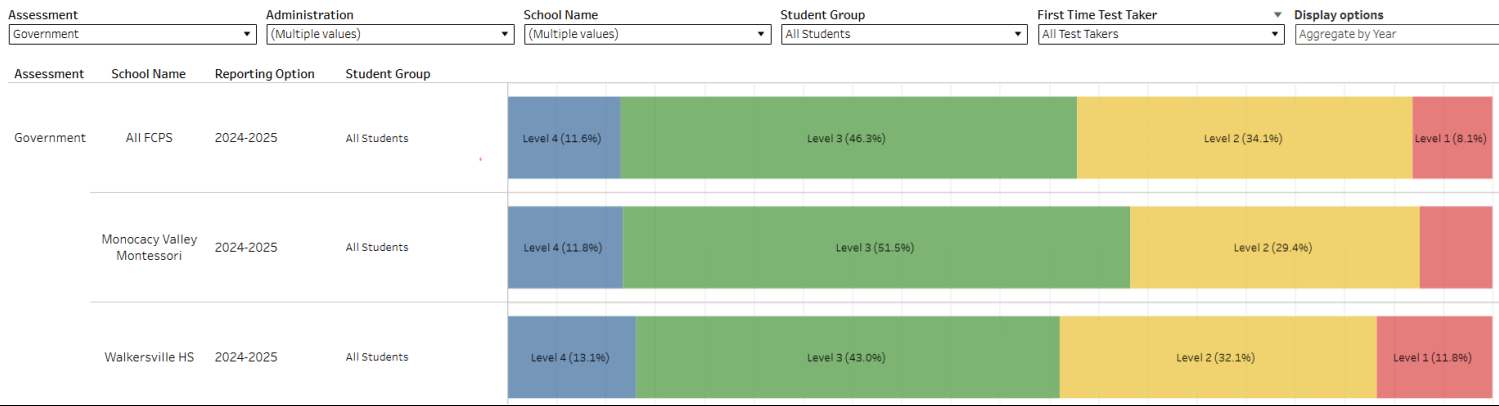


2024-25 High School MCAP Geometry Data show that:

- MVMPCS ninth and tenth grade students ranked first of two in the cluster group, and 5.7 percentage points ahead of All FCPS.

MCAP Government Scores for students in Grade 9

MCAP Government Summary



2024-25 High School MCAP Government Data show that:

- 63.3% of MVMS high school students demonstrated proficiency on the assessment compared to 57.9% of all FCPS students.

MISA 5th & 8th Grades



2024-25 MCAP MISA Data show that:

- 33% of MVMS 5th year students demonstrated proficiency on the assessment compared to 35% of All FCPS students.
- 44% of MVMS 8th year students demonstrated proficiency on the assessment compared to 42% of All FCPS students.

LS MISA High School



2024-25 MCAP LS MISA Data show that:

- 56% of MVMS high school students demonstrated proficiency on the assessment compared to 57% of All FCPS students.

DIBELS Performance Bands: Grades K - 3 – Cluster Schools – End of Year Assessment

School Name	Student Group	Category	Administration	2024-2025			
All FCPS	All Students	Composite Level	End of Year	Well Below Benchmark 15.8% (N= 2,155)	Below Benchmark 11.0% (N= 1,501)	At Benchmark 27.4% (N= 3,732)	Above Benchmark 45.7% (N= 6,215)
Brunswick ES	All Students	Composite Level	End of Year	Well Below Benchmark 18.1% (N= 89)	Below Benchmark 12.6% (N= 62)	At Benchmark 31.3% (N= 154)	Above Benchmark 38.0% (N= 187)
Carroll Creek Charter	All Students	Composite Level	End of Year	Well Below Benchmark 13.4% (N= 16)	Below Benchmark 9.2% (N= 11)	At Benchmark 16.8% (N= 20)	Above Benchmark 60.5% (N= 72)
Carroll Manor ES	All Students	Composite Level	End of Year	Well Below Benchmark 17.6% (N= 54)		At Benchmark 28.0% (N= 86)	Above Benchmark 46.3% (N= 142)
Monocacy Valley Montessori	All Students	Composite Level	End of Year		Below Benchmark 9.3% (N= 11)	At Benchmark 22.9% (N= 27)	Above Benchmark 59.3% (N= 70)
Spring Ridge ES	All Students	Composite Level	End of Year			At Benchmark 31.1% (N= 114)	Above Benchmark 49.9% (N= 183)
Yellow Springs ES	All Students	Composite Level	End of Year			At Benchmark 29.5% (N= 113)	Above Benchmark 53.5% (N= 205)

2024-25 DIBELS End of Year Assessment Data show that:

- 82.2% of MVMS kindergarten through 3rd-year students performed at benchmark or above benchmark levels compared to 73.1% of all FCPS students.

LOCAL ASSESSMENTS

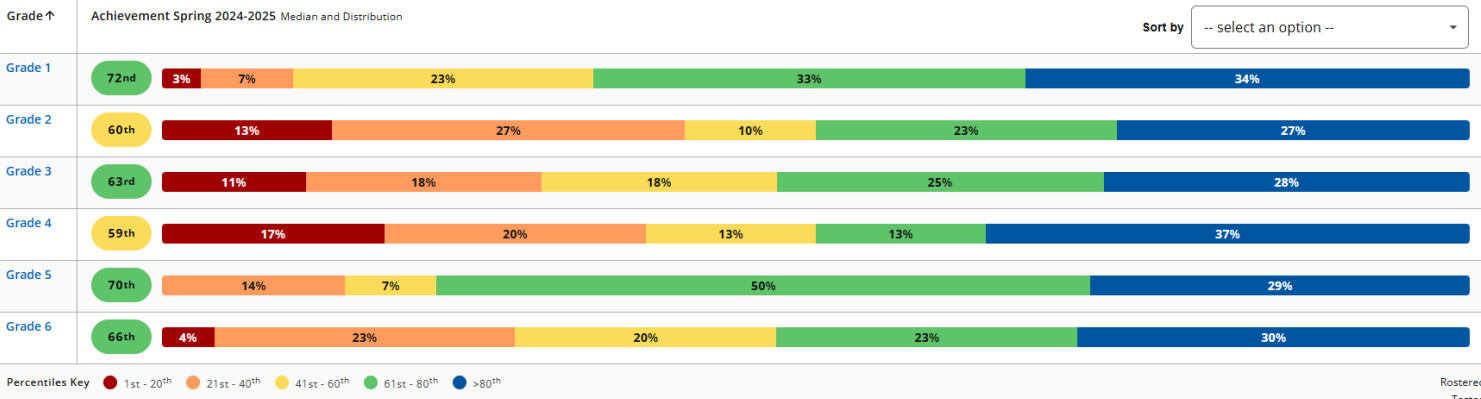
MVPCS uses the NWEA Measure of Academic Progress (MAP) to monitor student progress in reading, writing, and math. MAP is a computer-adaptive test that measures student performance regardless of whether students are performing on, above, or below grade level and growth over time. It is administered in the fall, winter, and spring, and the data are used to monitor student growth and achievement and to inform instructional decisions and school improvement goals.

NWEA MAP Reading Assessment – Spring 2025

School Profile

Achievement by Grade

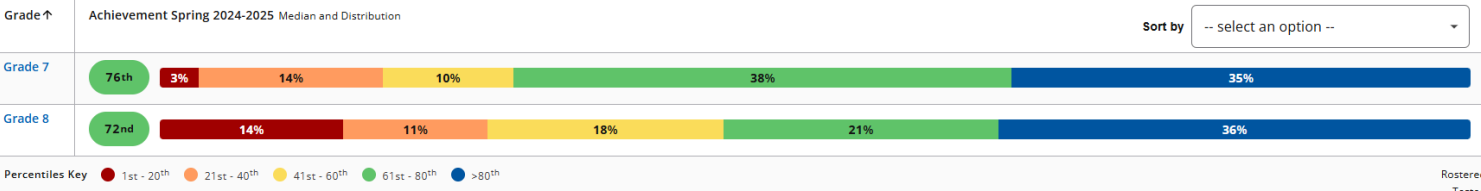
Monocacy Valley Montessori School ES | Reading



School Profile

Achievement by Grade

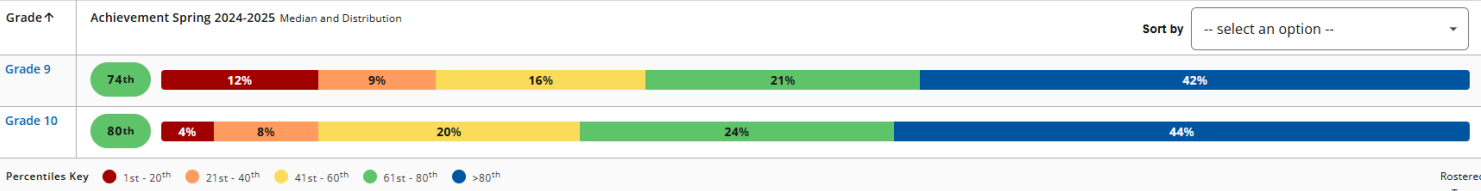
Monocacy Valley Montessori School MS | Reading



School Profile

Achievement by Grade

Monocacy Valley Montessori School HS | Reading

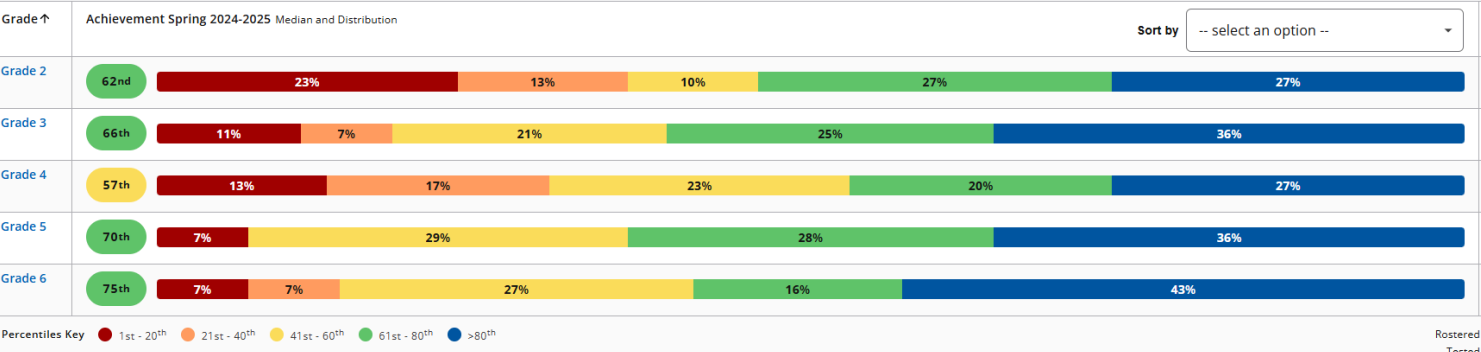


NWEA Language Assessment – Spring 2025

School Profile

Achievement by Grade

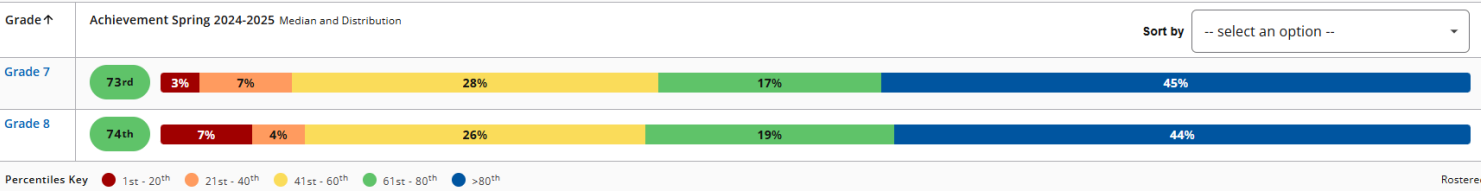
Monocacy Valley Montessori School ES | Language Usage



School Profile

Achievement by Grade

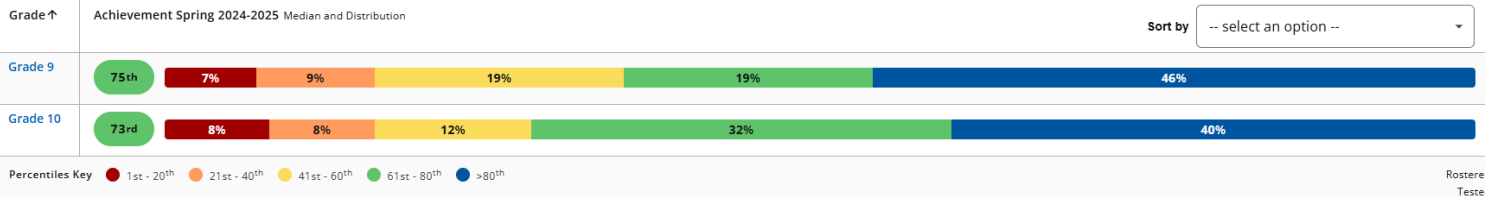
Monocacy Valley Montessori School MS | Language Usage



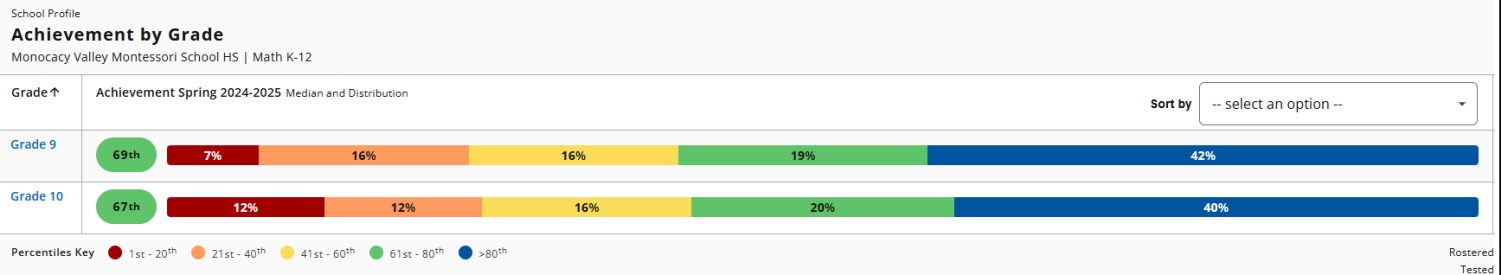
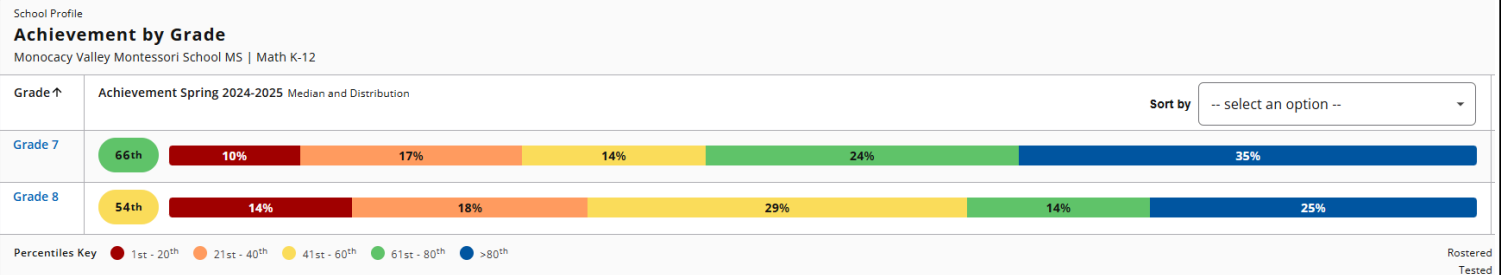
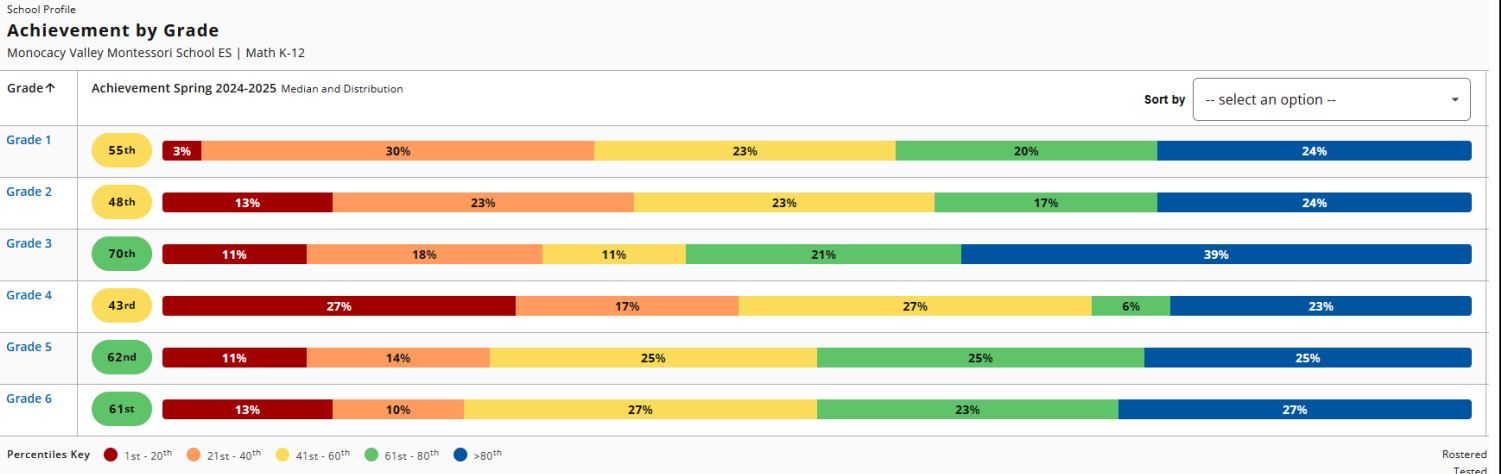
School Profile

Achievement by Grade

Monocacy Valley Montessori School HS | Language Usage



NWEA MAP Math Assessment – Spring 2025



After careful review of our assessment data, the School Leadership Team focused on School Improvement Plan goals to increase the percentage of students attaining proficiency in reading and math as measured by MCAP, achieving personal growth goals in reading and math as measured by MAP and DIBELS, and promoting well-being through increased physical activity and nutrition education. Evidence-based strategies across all levels included focusing on reading instruction using rigorous, high quality text; structured literacy instruction using the Science of Reading and Montessori practices in small group lessons; increased observation and multiple checks for understanding; standards alignment with Montessori lessons; direct instruction on writing math processes and explaining student thinking; and targeted intervention both inside and outside of the classroom. In addition, we focused on promoting an equity mindset, building student self-efficacy, a sense of belonging, restorative practices, and social-emotional learning. Regular check-ins were scheduled throughout the year and formative assessments were given (such as American Reading Company’s Independent Reading Level Assessment, Quick Phonics Screener, DIBELS, and MAP) for planning instruction and monitoring students’ progress toward goals.

Focus Area: State & Local Accountability Cont'd

MSDE Report Card

MVMS earned 4 out of 5 stars for the 2024-2025 school year. Elementary classes ranked in the 61st percentile, while middle school ranked at the 80th percentile. The high school was not ranked. Cluster Schools are included for comparison.

School	2024 Star Rating & Percentile Rank
Monocacy Valley Montessori*	★★★★☆ 61st (E), 80th (M)
Brunswick Elementary	★★★★☆ 68th
Ballenger Creek Middle	★★★★☆☆ 61st
Carroll Creek Montessori*	★★★★☆ 80th (E), 91 (M)
Carroll Manor Elementary	★★★★★ 99th (E)
Frederick Classical Middle	★★★★☆ 99th (M)
Governor Thomas Johnson Middle	★★★★☆☆ 67th
Spring Ridge Elementary	★★★★☆ 82nd
Urbana Middle	★★★★☆ 94th
Yellow Springs Elementary	★★★★☆ 77th
Walkersville Middle	★★★★☆☆ 66th
Walkersville High School	★★★★☆ 78th

* Elementary and Middle School ratings included

Focus Area	Indicator	Standard/Criteria	Sources of Evidence
Mission-Specific Accountability	Achievement of school/mission-specific goals	The school is achieving, or making significant progress towards achieving, the school/mission-specific goals as defined in the school's contract.	As defined in the school's contract MVMPCS Strategic Plan

Focus Area: Mission-Specific Accountability

Clear, Mission-Driven School Culture: Our mission is evident in every classroom in our school. As a Montessori school focused on the whole child, we develop strong classroom communities with a priority on social and emotional development, as well as best practices for learning that are appropriate to the developmental stages of each child. To this end, students remain with the same teacher for three years before moving up to the next level. Instruction is personalized through the careful observations of the teacher and the prepared environment. At MVMPCS, meeting the needs of the child is a collaborative endeavor that involves students, staff, and family members within the context of our community.

Since 2002 MVMPCS has had an Active Strategic Plan in place.

MVMPCS Strategic Goals:

- **Goal #1: Provide a well-rounded education for students that is authentically Montessori and focused on academic excellence.**

Actions: MVMPCS continues to be enrolled as a Member School with the American Montessori Society (AMS), an accrediting organization that sets and oversees high professional standards for authentic Montessori programs. Throughout the year, staff participated in a variety of AMS professional learning opportunities, including attending the AMS conference in person and virtually. Additionally, MVMPCS continued to provide professional learning on Montessori Compass, a planning and reporting tool that was adopted during the prior strategic planning initiative by the staff and the governing council to ensure consistency across teams and levels.

Historical note: In November 2016 the community voted to approve increasing class size from 25 to 30 at the annual meeting. The goal was to deepen MVMPCS's alignment with Montessori standards by laying the groundwork for moving to a 10-10-10 model. During charter renewal in 2017, the FCPS BOE approved the request for a charter amendment to accommodate MVMPCS's goals.

- **Goal #2: Cultivate leadership and community culture with a commitment to unity, volunteerism, and positivity.**

Actions: Throughout the year, the MVMPCS parent volunteers held Community Coffee events, as a way to keep the community informed and unified. In addition, MVMPCS staff provided numerous parent learning opportunities, both in-person and virtual, to keep parents connected to the pedagogy behind the lessons their children were learning so they could provide additional support during the return to “normalized” instruction. During American Education Week, parents/guardians were invited to come to school and observe in their child’s classroom to re-familiarize themselves with Montessori practice.

The community is invited to attend MVMPCS Governing Council (GC) meetings which are held virtually and recorded. Meeting minutes are made available online once approved for individuals who can not attend. There is a standing opportunity for community comment during GC meetings, both in person or via email to be read by a Governing Council member.

Many of MVMPCS traditions were continued in SY2024-2025 including First Day Flowers, International Day of Peace, and Teacher Appreciation Week. Throughout the year we hosted many prospective family tours, a weekly coffee gathering at Zi Pani called Meerkat Morning. In the fall we hosted Trunk or Treat and at the end of the year we had Food Trucks for our families; both of these were held in our own parking lot.

- **Goal #3: Promote fiscal responsibility**

Actions: Leadership on the MVMPCS GC and the Monocacy Montessori Community, Inc. (MMCI) board of trustees (BOT) continued discussions surrounding fiscal responsibility and long-term budgeting sustainability. Detailed staffing plans and assessments of the financial impact of an expanded high school heavily shaped these discussions.

- **Goal #4: Seek continual improvement of the physical environment.**

Actions: Parents and staff continued to lead facilities improvement to expand capacity for the high school program.

Focus Area	Indicator	Standard/Criteria	Sources of Evidence
Educational Program Implementation	Implementation of the mission	The school is implementing its mission as defined in the school's contract.	MCAP, NWEA MAP,, DIBELs, ARC Reading MVMPCS Strategic Plan, Charter Document Maryland College and Career-Ready Standards Correlation:
	Implementation of curriculum and instructional techniques	The school is successfully implementing curriculum and instructional techniques as defined in the school's contract.	

Implementation of specialized instruction for students, particularly of those below grade level	The school implements demonstrably effective instructional techniques that support struggling students achieve grade level.	http://montessoricompass.com/common-core-standards-an-opportunity-for-montessori-to-shine/ https://amiusa.org/wp-content/uploads/2019/07/CCSS-Language-Arts-Literacy-July2014.pdf https://amiusa.org/wp-content/uploads/2019/07/CCSS-Math-Geometry_JULY2014.pdf
Data-driven decision-making	The school competently uses qualitative and quantitative data to inform and guide instructional planning and practice aligned with PARCC / Common Core	
Implementation of exceptional education programs	The school provides quality services for exceptional students as defined in the school's contract and as required by applicable law.	
Implementation of the ELL program	The school provides services for English Language Learner students as defined in the school's contract and as required by applicable law.	

Focus Area: Educational Program Implementation

Mission

We are a Montessori community inspiring students to become responsible, confident, caring citizens with an enduring love of learning.

Curriculum Implementation

With an eye towards integrating Montessori, Maryland College and Career-Ready Standards, and FCPS requirements, MVMPCS references documents from both national Montessori groups (AMS & AMI) which have aligned state standards to Montessori. ([Montessori Curriculum to Standards Alignment](#), [AMI Montessori and the Common Core State Standards](#), [Montessori Compass Common Core Mapping](#)). The Montessori spiral curriculum begins with highly concrete learning at the primary level and moves towards abstraction at the higher levels of learning. This spiral progression spans multiple years and encourages deep knowledge-building through repeated engagement. The Montessori spiral curriculum zooms in from the big picture to greater detail and is interrelated across content areas, and one lesson will naturally lead to many others. Content areas in primary include practical life, sensorial, mathematics, language, and cultural studies. Content areas in elementary include practical life, math, language, cultural, science, and social studies. Content areas in secondary include language arts, mathematics, sciences, and social studies, along with specialized courses in world languages. Students may begin earning credits for coursework in middle school.

Focused Intervention

In the 2024-2025 school year, MVMPCS focused the school improvement plan on students meeting their individual growth goals in both math and reading at the elementary and middle school level (grades 3 - 8) and working with kindergarten and first grade students scoring in the well-below and below range on the DIBELS assessment to increase their ability to achieve literacy independence. Classroom teachers provided the first tier of math and reading intervention in class – including Orton-Gillingham instruction and Learning Lab – and the intervention specialist provided more intensive support. Staff engaged in professional learning in Number Talks, reading intervention, progress monitoring, Socratic Dialogue, equity, behavior, 504 Plans, and individualized learning using the AMS online professional learning library.

Data-Driven Decision-Making

In addition to in-house evaluation and informal assessments, the school leadership team uses data from standardized testing such as DIBELS, NWEA MAP, MCAP, and IRLA/ARC Reading to inform and support instructional decisions. MVMPCS uses an online record-keeping system “Montessori Compass” to document Montessori lessons and student progress.

English Language (EL) Students

EL students receive differentiated instruction in the classroom setting and pull-out services provided by an FCPS EL specialist. They are assessed annually by the **WIDA** English Language Assessment.

2. FINANCIAL PERFORMANCE

Focus Area	Indicator	Standard	Sources of Evidence
Financial Management	Demonstration of professional competence and sound systems in managing the school's financial operations	The school implements an effective system of internal controls over revenues, expenses, and fixed assets, and exercises good business practices.	Annual budgets, financial reports, annual financial audits, financial corrective action plans, and onsite evaluation
	Adherence to generally accepted accounting principles	The school adheres to generally accepted accounting principles.	
	Financial reporting requirements	The school submits timely and accurate financial information adhering to its financial reporting requirements as defined in the school's contract.	

Focus Area: Financial Management

Management of Financial Operations

MVMPCS uses the following internal controls as a part of its financial management process:

- Use of FCPS resources through “buy-backs” to provide services such as HR, Accounting, Purchasing, and Special Education
- The MVMPCS Budget Committee provides monthly review of financials to MVMPCS Governing Council. The review includes a presentation of the current year-to-date status and future expense projections compared to the approved PPA budget.
- Monthly and/or “As Needed” meetings of the MVMPCS Leadership Team to address any financial or procedural concerns and to develop/implement specific plans to address those financial or procedural concerns
- Close monitoring of current or projected budget line item shortfalls by MVMPCS Staff Representatives and the MVMPCS Governing Council
- Unexpected expense coverage through the maintenance of a funding reserve
- Formal requests from MVMPCS to FCPS for class, program, and account category budget adjustments to ensure there sufficient funds for positive overall financial position of MVMPCS
- Maintenance of a School Activity Funds (SAF) account held at Truist Bank following the FCPS practices, policies, administrative regulations, and procedures. The MVMPCS Administrative Secretary, under the supervision of the MVMPCS Principal, is responsible for the operation of these funds. Distribution of these funds falls within the FCPS guiding principles for School Activity Funds.
- The FCPS purchase order and check request system is used for all PPA-funded payables. These are tracked through the PeopleSoft system by class and account code by the MVMPCS Secretary.
- The MVMPCS Governing Council coordinates all requests from the MVMPCS community (staff, clubs, students, parents) for financial support from MMCI for purchases or events that impact MVMPCS staff, programs, or groups

Adherence to Generally Accepted Accounting Principles

MVMPCS, as all other public schools in FCPS, utilizes FCPS accounting systems (including PeopleSoft), business practices, and staff for its financial management. This close integration of MVMPCS with FCPS provides both FCPS and MVMPCS with the following:

- Meeting all contractual requirements for accurate financial reporting
- Automatic adherence by MVMPCS to FCPS’ accepted accounting principles, financial management requirements, and auditing requirements
- Common terminology between MVMPCS and FCPS through the use of FCPS class, account, and program categories
- Unique view for a school within FCPS into the control over expenses by class and account

Financial Reporting

MMCI meets all contractual requirements for accurate financial reporting and adheres to generally accepted accounting principles, financial management requirements, and auditing requirements as evidenced by our annual submittal of the MMCI Audit Report in September 2024.

Focus Area	Indicator	Standard	Sources of Evidence
Financial Viability	Budgeting	The school maintains balanced budgets and a positive cash flow.	Annual budgets, financial reports, annual financial audits, onsite evaluation
	Financial obligations	The school's financial obligations are in good standing.	
	Long-term financial performance	The school has a sound and sustainable long-term financial plan.	

Focus Area: Financial Viability

MVMPCS is a unique entity within Frederick County Public Schools, and it is made viable via the support of FCPS, MMCI, and through the significant time, financial, and material support of the families within the MVMPCS community. The MVMPCS families' participation manifests itself in various financial and in-kind means, including but not limited to volunteerism, donations, and fundraising. MVMPCS families often step up to meet unexpected needs of the school since MVMPCS receives a lesser PPA amount than non-charter schools and must still bear major expenses such as the leasing and purchasing of its facility and operating costs out of its PPA.

Budgeting

MVMPCS uses the following internal controls to ensure future estimated budgets are fiscally sound, meet the academic requirements that result from combining traditional and Montessori philosophies and include input from the MVMPCS community of parents, FCPS staff, and students. These form the heart of the MVMPCS financial plan and demonstrate the controls and awareness required to ensure MVMPCS will remain financially viable.

- The budget planning process for the next academic year starts the January before, to develop an estimated MVMPCS budget based on the estimated PPA provided by FCPS including careful consideration of the impact on future budgets from the following:
 - Forecasted changes to PPA
 - Expected increases or decreases in MVMPCS staff salary/benefits
 - Changes in MVMPCS facility maintenance (utility, infrastructure, taxes)
 - Changes in Federal, State, or County mandates that affect the core curriculum
 - Needs for new instructional supplies
 - Supplemental academic programs that support the Montessori pedagogy
 - The MVMPCS Strategic Plan that identifies existing and new areas of interest
- Review of the estimated MVMPCS budget by the MVMPCS GC once an initial estimated budget is developed.
- Initial review and approval of the MVMPCS budget by the MMCI BOT after MVMPCS GC input.
- Formal submission of the approved MVMPCS budget by the MMCI BOT to FCPS once the final PPA is provided by FCPS in August
- Future year budgets are maintained and updated, based on the current and next academic years' budget, to project the future impact of major financial decisions (like hiring additional staff) or implementing plans outlined in the MVMPCS Strategic Plan
- See below Budget to Actual and 5-year Historical Financial Reports.

Financial Obligations

MMCI obtained a 40 year, \$17 million bond loan through the Maryland Health & Higher Education Authority for the purchase and renovation of the building located at 64 Thomas Johnson Drive for use as a school facility for MVMPCS..

Long-Term Financial Planning

The Strategic Planning Committee, a sub-committee of the MVMPCS Governing Council, maintains a long-term strategic plan for MVMPCS. This long-term plan is combined with shorter-term plans to ensure future estimated budgets are fiscally sound while meeting the academic requirements that result from combining traditional and Montessori philosophies and the input from the MVMPCS community of parents, FCPS staff, and students.

SY 2024-2025 Budget to Actual Report

EXPENSE SUMMARY BY CLASS	FY25 Budget	FY25 Actual
Class 01 Administration	90,335	84,089
Class 02 Office of the Principal	350,446	311,529
Class 03 Instructional Salaries	2,042,496	2,018,359
Class 04 Instructional Supplies	38,000	78,317
Class 05 Instructional Other	6,100	4,667
Class 08 Student Health Services	2,500	1,433
Class 10 Operations	227,971	235,389
Class 11 Maintenance	70,292	63,329
Class 12 Fixed Charges	1,779,947	1,677,323
TOTAL EXPENSES	\$ 4,608,088	\$ 4,474,435
FUNDING SUMMARY		
PPA Allocation FY25**	4,516,767	4,516,767
Expenditures FY25		(4,474,435)
SURPLUS/(DEFICIT) FY25		\$42,332

5 Year Historical Budget

EXPENSE SUMMARY BY CLASS	FY21 Actual	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual
Class 01 Administration	333,392	58,807	69,218	82,101	84,089
Class 02 Office of the Principal	167,775	168,222	238,412	269,970	311,529
Class 03 Instructional Salaries	1,253,594	1,313,825	1,351,762	1,727,765	2,018,359
Class 04 Instructional Supplies	9,753	19,040	45,947	9,946	78,317
Class 05 Instructional Other		27,902	(4,734)	5,198	4,667
Class 08 Student Health Services	213	865	668	1,976	1,433
Class 10 Operations	355,517	383,382	412,323	186,189	235,389
Class 11 Maintenance	23,082	41,479	32,928	42,541	63,329
Class 12 Fixed Charges	460,595	525,035	580,579	1,298,520	1,677,323
TOTAL EXPENSES	\$2,603,921	\$2,538,557	\$2,727,104	\$3,624,206	\$4,474,435
FUNDING SUMMARY					
MVMPCS PPA Allocation**	2,845,697	3,228,621	3,457,015	4,099,560	4,516,767
Expenditures	(2,603,921)	(2,538,557)	(2,727,104)	(3,624,206)	(4,474,435)
SURPLUS/(DEFICIT)	\$241,776	\$690,064	\$729,911	\$475,354	\$42,332

**The amount of FY25 PPA Allocation is not finalized and is still in legal negotiations.

3. ORGANIZATIONAL PERFORMANCE

Focus Area	Indicator	Standard	Sources of Evidence
Student Enrollment and Conduct	Student enrollment trends	The school's actual enrollment is consistent with its projections.	Student enrollment reports, onsite evaluation
	Racial/ethnic composition of the student body	The racial/ethnic composition of the school's student body is reflective of the community it serves or other public schools in Frederick County.	Attendance Report (Attendance and enrollment are recorded using eSchool.)
	Enrollment procedures	The school implements enrollment procedures as defined in the school's contract and in compliance with applicable law.	
	School environment	The school maintains a safe and secure environment.	Discipline reporting; onsite evaluation
	Health and safety	The school complies with applicable health and safety laws.	Suspensions Listed School Safety Plan and other Reports available upon request
Focus Area: Student Enrollment & Conduct			

ENROLLMENT SY2025		
	FCPS	MVMPCS
American Indian	0.2%	0%
Asian	8.4%	9.2%
Black or African American	14.9%	13.6%
Hispanic/Latino of any race	21.7%	15.3%
Pacific Islander	0.1%	0%
Two or More Races	7.5%	8.1%
White	47.1%	53.8%
Multilingual Learner	8.2%	2.8%
Special Education	12.6%	15.0%
504 Plan	8.2%	13.4%
Economically Disadvantaged	29.6%	23.1%
Free/Reduced Meals	36.1%	27.6%

Lottery

Lottery applications begin in January of the school year before admission and culminate in a random drawing in March of that same year. Each year, FCPS sends a representative from the Central Office to validate the lottery process. SY2025 was the sixteenth year our lottery process was automated using a computer software platform. Using an automated lottery system allows MVMPCS to maintain the federally required expectation of open access to all who apply.

MVMPCS lottery applicants per year have continued to exceed available open spots.

SY2025 = 2270 applicants	SY 2022 = 1981 applicants	SY 2019 = 1230 applicants	SY 2016 = 1163 applicants
SY2024 = 2475 applicants	SY 2021 = 1387 applicants	SY 2018 = 989 applicants	
SY 2023 = 2295 applicants	SY 2020 = 945 applicants	SY 2017 = 1195 applicants	

Attendance

We value having an excellent rating for attendance because of the importance of closing learning gaps for all students and the fact that we use a hands-on curriculum. MVMPCS attendance fell short of the MSDE standard of 94%.

SY 2025 = 93.5%	SY 2022 = 92.5%	SY 2019 = 95.30%	SY 2016 = 96.0%
SY 2024 = 94.6%	SY 2021 = 99.6%	SY 2018 = 95.54%	SY 2015 = 95.4%
SY 2023 = 92.1%	SY 2020 = 94.5%	SY 2017 = 95.3%	SY 2014 = 95.8%

Suspensions and Expulsions

In 2024-25 one student served an in-school suspension and eleven students served out-of-school suspensions. No students were expelled from MVMPCS.

Health and Safety

The MVM School Safety Plan is updated annually, and all staff participate in SafeSchools training and required safety drills.

Focus Area	Indicator	Standard	Sources of Evidence
Facilities	Facility compliance	The school's facilities comply with applicable laws and codes.	Occupancy permits, health, safety, and fire reports -- Available upon request.
Focus Area: Facilities			
<p>MVMPCS's building during the 2024-2025 school year was at 64 Thomas Johnson Drive and fully complies with all safety inspections and evaluations. Reports and other documents were on hand at the facility and were available by request.</p> <ul style="list-style-type: none"> Per MSDE's new public health initiative to test for lead levels in school water, all water sources at MVM were tested and found free of lead as of 2025. 			

Focus Area	Indicator	Standard	Sources of Evidence
Governance, Staff and Parents	Governance structure	The school implements the governance structure as defined in the school's contract.	Governing Council meeting agendas and minutes are available online at mvmpcs.org and mmcimd.org
	Compliance with Maryland and federal laws	The school complies with relevant Maryland and federal laws.	
	Qualifications of instructional staff	The school employs instructional staff that meet Maryland state and federal qualifications	Available on request by Human Resources
	Parental Involvement	The school is effectively involving parents in its programs as defined in the school's contract.	Onsite evaluation, parental surveys, and virtual events

Focus Area: Governance, Staff & Parents

Governing Council

Our Governing Council (GC) carries the responsibility for MVMPCS' policy decisions and monitors the operational decisions of the Principal Educator. The GC oversees the Committees composed of parents and teachers. The GC also determines staffing levels and position descriptions. The GC is responsible for determining the annual budget for MVMPCS, based on academic needs and goals. The GC is also responsible for policy-making and financial decisions that align with the Strategic Goals and the goals of the Principal Educator.

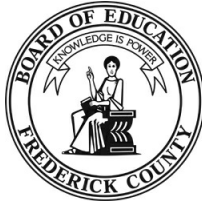
The council is made up of 6 elected Parent Representatives (one of whom serves as the Chair), 3 elected Staff Representatives, 3 elected Friends of Education (members of the community who do not have children enrolled at the school), and the Principal Educator. A Vice President of the Board of Trustees (BOT) for MMCI serves as a non-voting member of the GC. The Principal and GC Chair report to the MMCI BOT monthly and more frequently as needed.

Instructional Staff Qualifications

All teaching staff meet Maryland state and federal qualifications and most are Montessori trained. 100% of primary and elementary teachers are Montessori trained, with 90% holding Montessori credentials from AMS, AMI, or MACTE accrediting organizations. The administrator also holds Montessori credentials. Additionally, seven staff members were enrolled in Montessori educator programs to earn teaching or administrative credentials at the elementary, middle, high school and administration levels during SY 2024-2025.

Parental Involvement

MVMPCS parents take an active role in our school. During the 2024-2025 school year, our volunteers donated over 8,000 hours! Volunteers help keep our building and grounds, work in the library, support classroom activities when asked, serve on the Governing Council and MMCI Board of Trustees and other committees, and attend various meetings that support school governance and activities.



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1.. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.12. Artificial Intelligence (AI) Update
Type	Information, Discussion, Action
Department(s)	Academics & Organizational Development, Operations
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION: To share an update about artificial intelligence (AI) in Frederick County Public Schools (FCPS) and implications for policy development by the Board of Education.

BACKGROUND/SUMMARY: In the context of a rapidly changing landscape, staff will share definitions; opportunities and risks; guiding principles; current implementation efforts; and implications for policy development, as they relate to AI use in FCPS.

PROCESS STATEMENT: Following a staff presentation, the Board may consider Action to develop an AI policy in conjunction with the Board Policy Committee.

PRESENTER(S) & TITLE(S):

Daniel Lippy, Ed.D., Executive Director, Systemwide Services
Scott Murphy, Director, Curriculum & Instruction

SUBMITTED BY:

Scott Murphy, Director, Curriculum & Instruction
Keith Harris, Ed.D., Chief, Academics & Organizational Development

ATTACHMENT(S):

[04.22.26 Artificial Intelligence Update_backup.pdf](#)

Department of Curriculum and Instruction
Department of Technology Infrastructure

Artificial Intelligence (AI) Update

April 22, 2026

PRESENTED BY: Dr. Dan Lippy, Executive Director, Systemwide Services
Mr. Scott Murphy, Director, Department of Curriculum and Instruction



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Presentation Outline

1. Definitions, Background, Context
2. Opportunities and Risks
3. FCPS Guiding Principles
4. Current Efforts to Date
5. Implications for Policy Development



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Definitions

- “AI” in the broad sense, all around us: Social media algorithms, TV streaming recommendations, GPS navigation, Siri/Alexa, personalized learning)
- **Generative AI:** Responds to a user’s prompt with original content, such as audio, images, text or video.
- **Large Language Models (LLM), Predictive AI:** Trained on massive amounts of data, to perform a wide range of tasks through prediction (ChatGPT, Google Gemini)

3



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Context

- National and State Landscape
- Benchmarking with Other Districts and Organizations
- Evolving MSDE Guidance and Resources
- Legislation
- FCPS Workgroup and Teacher Voice
- Policy Implications

4



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Strategic and Measured Timeline



Content created by FCPS, Graphic Generated by AI
5 (Notebook LM)



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AI: Opportunities

For Students:

- Research and Study Aids
- Idea Generation
- Critical Thinking, Skill Building
- Inquiry and Counter Perspectives
- Personalized Needs, Tutoring, Feedback
- Digital Citizenship



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AI: Opportunities (Cont'd)

For Staff:

- Administrative Tasks and Increased Efficiency
- Lesson Planning Partner
- Interactive Simulations, Scenario Creation
- Improve and Enhance Assignments
- Predictive Analytics
- Language Translation
- Cross Disciplinary Connections



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AI: Risks

- Control of Information (Input/Output)
- Potential Bias
- Data Privacy and Security
- Academic Integrity, Ethical Use
- High Risk Uses (Mental Health, Discipline, Grading, Personnel Issues)



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AI: Risks (Cont'd)

- Balancing Screen Time
- Over Reliance
- Alignment With Local and State Standards
- Need for Ongoing Training
- Equity and the Digital Divide
- “Fabrications” and Misinformation

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AI in FCPS:

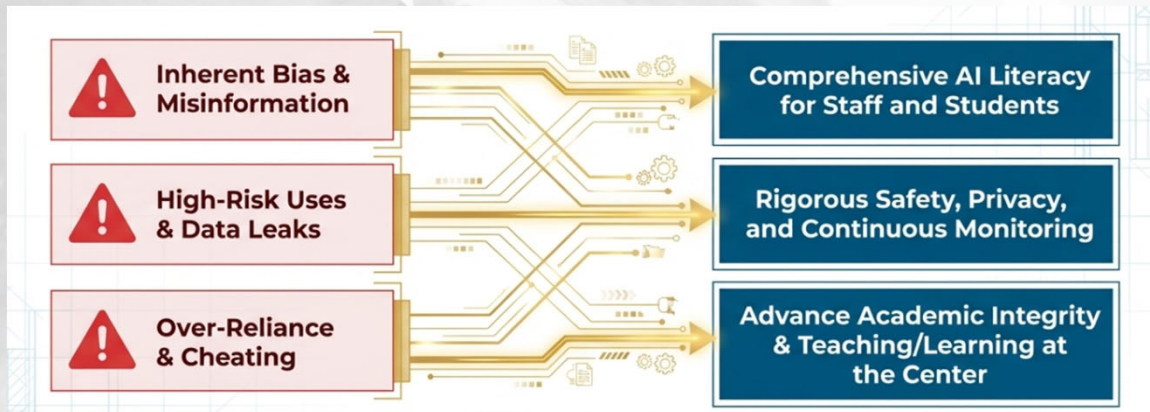
*Empowering Staff,
Enhancing Learning*

10



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Mitigating Risks, Strategic Action



Content created by FCPS, Graphic Generated by AI
(Notebook LM)



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Guiding Principles

- Teaching and Learning at the Center
- Adherence to Policies and Regulations
- Comprehensive AI Literacy For Staff and Students
- Rigorous Safety and Privacy
- Explore the Opportunities, Address the Risks
- Advance Academic Integrity
- The "Human in the Loop," Student and Staff Agency
- Continuous Monitoring and Evaluation



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Initial FCPS Guidance Document

- Strategic Vision and Guiding Principles
- Educational Goals
- Human in the Loop
- Equitable Access
- Prohibited Uses
- Safety and Compliance
- Recommended Tools
- Student Facing Resources



Resources

Frederick County Public Schools
Artificial Intelligence (AI) Student Use Guide (Secondary Schools)
 Updated April 2025

What is Artificial Intelligence (AI)

Artificial Intelligence (AI) refers to computer systems that are trained to do tasks that usually need human thinking, such as solving problems or making decisions. "Generative AI" is a special type of AI that can create new things—like writing, pictures, or music—by learning from examples.

Considerations for AI Use in FCPS

Any AI use in FCPS will be for educational purposes only and used to support your learning, not to replace your own critical thinking. It is only to be used in a fair, respectful, and truthful manner with teacher permission and appropriate citation and disclosure. Student AI use will align with the [FCPS Student Code of Conduct](#).

Allowed With AI Assistance	Not Allowed Using AI
<ul style="list-style-type: none"> brainstorming and generating ideas preliminary researching self-reflecting studying assistance corroborating information for verification purposes other uses as directed by a teacher aligned with FCPS policies and regulations 	<ul style="list-style-type: none"> completing entire assignments completing assessments generating essays or question responses that are malicious, harmful, or misleading for manipulating media or impersonating others (e.g. "deep fakes") using AI outputs without reviewing for bias and accuracy

Requirements When Using AI

All classwork and assignments in which students use AI must:

- get teacher permission to use AI.
- have all AI responses reviewed for bias and accuracy.
- include an explanation of how AI was used in the assignment.
- include a citation for the AI use.
 - MLA Style - [Generative AI](#)
 - APA Style - [ChatGPT](#)



Next Steps: 2026–27 and Beyond

- Comprehensive Implementation Plan
- Launch of Approved Tools for Student Use
- Required Professional Learning and Student Learning Experiences
- Curriculum Integration
- Digital Citizenship 2.0
- Policy Development

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Implications for Policy Development

- Existing Technology Policies
- Maryland Policies and Legislation
- Operations and Human Resources
- Curriculum and Instruction
- Timeline

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Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1.. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.13. Community Listening Session Debrief
Type	Information, Discussion
Department(s)	Board of Education Office

Content

PURPOSE OF PRESENTATION:

The Board will discuss the Community Listening Session that was held on April 15, 2026 at Walkersville High School.

The Community Listening Sessions for the 2025-2026 School Year:

- October 15, 2025 - Middletown High School
- February 18, 2026 - Tuscarora High School
- April 15, 2026 - Walkersville High School



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1.. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.14. Motion to Move Into Closed Session
Type	Action
Suggested Action	Board approval to move into Closed Session.

Content

In accordance with Maryland's Open Meetings Act, General Provisions Article § 3-305(b)(1), (2), (7) and (9), the Board will meet in Closed Session at 4:00 pm in the Board Room to discuss matters related to an appeal, to consult with counsel to obtain legal advice, and to receive an update on negotiations with the Frederick Association of School Support Employees (FASSE), the Frederick County Teachers Association (FCTA) and the Frederick County Administrative & Supervisory Association (FCASA).



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	1.. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.15. Adjournment
Type	Procedure



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	2. CLOSED SESSION [4:00 p.m.]
Subject	2.01 Call to Order
Type	Procedure



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	2. CLOSED SESSION [4:00 p.m.]
Subject	2.02 Adjournment
Type	Procedure



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	3. ADMINISTRATIVE FUNCTION [4:30 p.m.]
Subject	3.01 Call to Order
Type	Procedure



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	3. ADMINISTRATIVE FUNCTION [4:30 p.m.]
Subject	3.02 Adjournment
Type	Procedure



Board of Education of Frederick County

Agenda Item Details

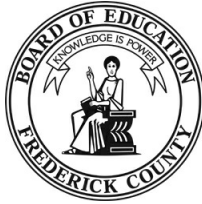
Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.01 Call to Order
Type	Procedure



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.02 Pledge of Allegiance
Type	Procedure



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.03 Closed Session Announcement
Type	Announcement

Content

In accordance with Maryland's Open Meetings Act, General Provisions Article § 3-305(b)(1), (2), (7) and (9), the Board met in Closed Session at 4:00 pm today in the Board Room to discuss matters related to an appeal, to consult with counsel to obtain legal advice, and to receive an update on negotiations with the Frederick Association of School Support Employees (FASSE), the Frederick County Teachers Association (FCTA) and the Frederick County Administrative & Supervisory Association (FCASA).



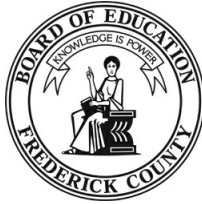
Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.04 Administrative Function Announcement
Type	Announcement

Content

In accordance with Maryland's Open Meetings Act, General Provisions Article §3-104, the Board met in Administrative Function at 4:30 p.m. today to discuss procedures related to a Board committee.



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.05 Approval of the March 25, 2026 Board of Education Meeting Minutes
Type	Minutes
Suggested Action	Board approval of the March 25, 2026 Board of Education Meeting Minutes

ATTACHMENT(S):

[3.25.26 Meeting Minutes_DRAFT.pdf](#)

Board of Education of Frederick County
Wednesday, March 25, 2026
Board Room
Meeting Minutes - DRAFT

1. WORK SESSION (OPEN MEETING) [3:00 P.M.]

Members present: Dean Rose, Rae Gallagher, Jaime Brennan, Janie Monier, Chad Wilson, Sr.

Members absent: Colt Black, Karen Yoho

Others present: Others present: Dr. Cheryl Dyson, Superintendent; Bill Meekins, Purchasing Manager; Bethany Irving, Environmental Compliance Specialist, Facilities Services; Kim Miskell, Assistant Purchasing Manager; Thomas Mulligan, Project Manager, Capital Programs; Daniel Enck, Director of School Management, Planning & Logistics; Sheena Talley, Principal, Sabillasville Environmental School; Alisha Yocum, Board of Directors President, Sabillasville Environmental School; Sabrina Nail, Board Ombuds; Alexander Thomas, Student Member of the Board; Kathryn Rich, Executive Assistant to the Board

1.01 Call to Order

President Rose called the meeting to order at 3:00 p.m.

1.02 Approval of the March 25, 2026 Board of Education Meeting Agenda

Board approval of the March 25, 2026 Board of Education Meeting Agenda.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Rae Gallagher, second by Janie Monier.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Chad Wilson

Not Present at Vote: Colt Black, Karen Yoho

1.03 Bid Calendar Items

- RFP 26MISC8, Contract Service Agencies for Special Education – The intent of this solicitation is to establish contracts with qualified providers of special education staffing services for short and long-term assignments.
- RFP 26MISWC9, Contract Service Agencies for Private Duty Nursing – The intent of this solicitation is to qualify multiple licensed nursing agencies to provide private duty nursing services for the care of medically fragile students during the school day.
- Bid 26M7, New Market Middle School Switchboard/Bus Bar Replacement – The purpose of this solicitation is to establish a contract with a licensed contractor to replace the switchboard and bus bar at New Market Middle School.

1.04 Information Items

- Omnia Partners RFP 250403, Audio Visual Solutions and Services – This contract will be utilized by the Department of Technology Services for installation services of classroom display panels. The contract was awarded to Best Buy Stores, L.P., (Richfield, MN).
- Middletown Elementary/Middle Co-Located School – GMP Update – The MEMS guaranteed maximum price (GMP) was developed with an estimated place holder of \$8,828,130 for the 4A masonry contract package. The 4A masonry contract package was rebid, which resulted in a package value of \$8,100,000. Therefore, the \$728,130 savings is being added to the owner's contingency value. The current GMP of \$98,585,247 remains unchanged.
- National FFA Organization Grant – FCPS has received a \$500 grant from the National FFA Organization to support Middletown High School.
- Maryland Association for Environmental & Outdoor Education Grant – FCPS has been awarded a \$2,000 grant from the Maryland Association for Environmental and Outdoor Education to support sustainability efforts at Tuscarora High School.

1.05 Bid 26M2, Unit Price Contract for Fuel System Cleaning, Maintenance, and Fuel Oil Tank Replacement

Staff recommended the establishment of a unit price contract for fuel system cleaning, fuel tank maintenance, and fuel tank replacement. Staff recommended the contract be awarded to Above All Petroleum LC (Glen Burnie, MD); and Petroleum Recovery and Remediation Management, Inc. (Baltimore, MD).

Board approval of Bid 26M2, Unit Price Contract for Fuel System Cleaning, Maintenance, and Fuel Oil Tank Replacement.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Rae Gallagher, second by Janie Monier.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Chad Wilson

Not Present at Vote: Colt Black, Karen Yoho

1.06 RFP 23M5, Elevator Maintenance and Testing (Renewal)

Staff recommended the renewal of the contract for the inspection, testing and maintenance of elevators and lift equipment in Frederick County Public Schools. Staff recommended the contract be renewed to Eastern Elevator Service and Sales Company (Windber, PA).

Board approval of RFP 23M5, Elevator Maintenance and Testing (Renewal).

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Janie Monier, second by Chad Wilson.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Chad Wilson

Not Present at Vote: Colt Black, Karen Yoho

1.07 Bid 24M5, Unit Price Contract for Floor Covering (Renewal)

Staff recommended the renewal of the contract to provide and install carpet and tile products in Frederick County Public Schools and offices. Staff recommended the contract be renewed with Corridor Floor Associates (Bel Air, MD), and South River Flooring Inc. (Annapolis, MD).

Board approval of Bid 24M5, Unit Price Contract for Floor Covering (Renewal).

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Rae Gallagher, second by Janie Monier.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Chad Wilson

Not Present at Vote: Colt Black, Karen Yoho

1.08 Fiscal Year 2026-2027 Property and Casualty Insurance Premiums

Staff requested approval from the Board for Property and Casualty Insurance Premiums for Fiscal Year 2026-2027 for Frederick County Public Schools.

Board approval of Fiscal Year 2026-2027 Property and Casualty Insurance Premiums.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Rae Gallagher, second by Janie Monier.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Chad Wilson

Not Present at Vote: Colt Black, Karen Yoho

1.09 Hillcrest ES and Twin Ridge ES Guaranteed Maximum Price

Staff were seeking Board approval for the Hillcrest Elementary School Renovation Project GMP of \$17,094,177, for the Hillcrest Portable Renovation and Corridor Connection Project of \$1,954,086, and for the Twin Ridge Elementary School Renovation project GMP of \$21,270,768.

Board approval of the Guaranteed Maximum Price for Hillcrest Elementary School and Twin Ridge Elementary School.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Rae Gallagher, second by Janie Monier.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Janie Monier, Chad Wilson

Abstain: Jaime Brennan

Not Present at Vote: Colt Black, Karen Yoho

1.10. Sabillasville Environmental Public Charter School Annual Report

The Board was provided with an annual report and review of the Sabillasville Environmental School program.

1.11. Motion to Move Into Closed Session

President Rose stated the following: In accordance with Maryland's Open Meetings Act, General Provisions Article § 3-305(b)(1), (2),(7) and (9), the Board will meet in Closed Session at 3:35 pm in the Board Room to discuss matters related to an appeal, to discuss a personnel matter, to consult with counsel to receive advice, and to receive an update on negotiations with the Frederick Association of School Support Employees, the Frederick County Teachers Association and the Frederick County Administrative & Supervisory Association.

Board approval to move into Closed Session.

Alexander Thomas, Student Member of the Board, abstained from voting.

Motion by Rae Gallagher, second by Janie Monier.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Chad Wilson

Not Present at Vote: Colt Black, Karen Yoho

1.12. Adjournment

President Rose adjourned the meeting at 3:34 p.m.

2. CLOSED SESSION [3:36 p.m.]

Members present: Dean Rose, Rae Gallagher, Colt Black, Jaime Brennan, Janie Monier, Chad Wilson, Sr.

Members absent: Karen Yoho

Others present: Dr. Cheryl Dyson, Superintendent; Steven Blivess, Esquire, Chief Legal Counsel; Tim Thornburg, Senior Manager, Employee Relations/Contract Management, Human Resources; Lacey Russ, Jr. Executive Secretary, Human Resources; Dr. Sarah Sirgo, Chief of Staff; Julie Nguyen, Director, Human Resources; Dr. Paul Lebo, Chief Operating Officer; Heather Jo Clabaugh, Associate Superintendent of Fiscal Services; Sarah Minnick, Senior Manager, Benefits, Human Resources; Kathryn Rich, Executive Assistant to the Board

LEGAL CITATION: In accordance with Maryland's Open Meetings Act, General Provisions Article § 3-305(b)(1), (2),(7) and (9), the Board will meet in Closed Session at 3:36 pm in the Board Room to discuss matters related to an appeal, to discuss a personnel matter, to consult with counsel to receive advice, and to receive an update on negotiations with the Frederick Association of School Support Employees, the Frederick County Teachers Association and the Frederick County Administrative & Supervisory Association.

2.01 Call to Order

President Rose called the meeting to order at 3:36 p.m.

Topics of Discussion Included:

- Matters related to an appeal.
- Personnel Matter
- Consult with Counsel to receive advice.
- Update on Negotiations.

2.02 Adjournment

President Rose adjourned the meeting at 4:36 p.m.

3. REGULAR MEETING - Preliminary Items [6:00 p.m.]

Members present: Dean Rose, Rae Gallagher, Colt Black, Jaime Brennan, Janie Monier, Chad Wilson, Sr., Karen Yoho

Others present: Dr. Cheryl Dyson, Superintendent; Dr. Sarah Sirgo, Chief of Staff; Heather Jo Clabaugh, Associate Superintendent of Fiscal Services; Justin Silverman, CO-CEO, APA Consulting; Michaela Tonking, Senior Associate, APA Consulting; Alexander Thomas, Student Member of the Board; Joao Paredes Salas, Member At-Large, SMAC; Steven Blivess, Esquire, Chief Legal Counsel; Daniel Enck, Director of School Management, Planning & Logistics; Alfred Reyes, President, MMCI Board of Trustees; Jackie Bower, Vice President, MVM Board of Trustees; Kathryn Rich, Executive Assistant to the Board; Janice Spiegel, Director of Special Projects, Frederick County Government

3.01 Call to Order

President Rose called the meeting to order at 6:00 p.m.

3.02 Pledge of Allegiance

3.03 Closed Session Announcement

President Rose made the following announcement: In accordance with Maryland's Open Meetings Act, General Provisions Article § 3-305(b)(1), (2),(7) and (9), the Board met in Closed Session at 3:36 pm today in the Board Room to discuss matters related to an appeal, to discuss a personnel matter, to consult with counsel to receive advice, and to receive an update on negotiations with the Frederick Association of School Support Employees, the Frederick County Teachers Association and the Frederick County Administrative & Supervisory Association.

3.04 Approval of the March 11, 2026 Board of Education Meeting Minutes

Board approval of the March 11, 2026 Board of Education Meeting Minutes.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Rae Gallagher, second by Janie Monier.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho, Chad Wilson

3.05 System Recognition: National Assistant Principals Week Proclamation

The Board recognized and proclaimed the week of April 6-10, 2026 as National Assistant Principals Week in Frederick County Public Schools.

Board approval to proclaim National Assistant Principals Week during the week of April 6-10, 2026 in Frederick County Public Schools.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Colt Black, second by Chad Wilson.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho, Chad Wilson

3.06 System Recognition: Paraprofessional Appreciation Day Proclamation

The Board proclaimed and recognized April 3, 2026, as Paraprofessional Appreciation Day in Frederick County Public Schools.

Board approval to proclaim April 3, 2026 as Paraprofessional Appreciation Day in Frederick County Public Schools.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Chad Wilson, second by Colt Black.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho, Chad Wilson

3.07 Public Comment

Public comment was provided by:

Lee Demith
Maria Carrasco
Sergio Ibarra
Christy Lininger
Casey Day
Nathan Foltz
Geoffrey Seidel
Justin Heid
David Azianbidji

3.08 Superintendent Comments

Dr. Dyson provided comments from the Office of the Superintendent.

3.09 Student Member Comments

Alexander Thomas, Student Member of the Board, provided comments.

3.10. Board Member Comments

Board members provided comments.

4. Regular Meeting - Action Consent

4.01 Staffing Changes

Board approval of Action/Consent items.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Karen Yoho, second by Rae Gallagher.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho, Chad Wilson

4.02 Textbook Approval

Board approval of Action/Consent items.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Karen Yoho, second by Rae Gallagher.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho, Chad Wilson

4.03 Setting of Quarterly Agenda, April - June

Board approval of Action/Consent items.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Karen Yoho, second by Rae Gallagher.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho, Chad Wilson

5. Board Items

5.01 APA Consulting Strategic Resource Audit

Staff provided an overview of the AIB Technical Assistance Grant. They also examined the APA analysis of budget and central office staffing in Frederick County Public Schools.

5.02 Student Leadership & Engagement Updates

The Student Member of the Board shared updates on countywide student leadership and engagement efforts for the 2025-2026 school year, highlighting the impact of student leadership organizations across FCPS.

5.03 MMCI Board of Trustees Authority

The Board discussed whether the MMCI Board of Trustees had the authority under its charter to make a specific decision and determine whether the action was consistent with the charter's governance provisions.

Motion #1

Board approval that the Board does not have the authority by charter to overturn the decision of the Board of Trustees.

Alexander Thomas, Student Member of the Board, did not support the motion.

Motion by Dean Rose, second by Karen Yoho.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Janie Monier, Karen Yoho, Chad Wilson

No: Colt Black, Jaime Brennan

Public comment was offered by:

Teresa Kasten

Paola Ibarra

Lilly Plank

Ken Demith

Nikki Burgee

Kylie Budnicky

Amy Sullivan

Emma Lininger

Stephanie Budnicky

Motion #2

Board approval to place MMCI on probation for a minimum of one (1) year and the Board expects an interim report from the Board of Trustees (BOT) no later than June 25, 2026.

Mr. Black seconded the motion.

Mr. Blivess encouraged Mr. Rose to look at Policy 440 and determine and state the reasons for placing MMCI on probation.

Mr. Rose amended his motion to state: Board approval to place MMCI on probation for a minimum of one (1) year with an initial interim report from the Board of Trustees no later than June 25, 2026 based on Policy 440.D.15.a, 440.D.15.b.iii, 440.D.15.b.iv & 440.D.15.b.vi.

Mr. Black accepted the amendment to the motion.

Alexander Thomas, Student Member of the Board, supported the motion.

Motion by Dean Rose, second by Colt Black.

Final Resolution: Carries

Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho, Chad Wilson

6. Setting of the Next Meeting Agenda

6.01 Setting the Agenda for the April 22, 2026 Board of Education Meeting

Dr. Dyson stated that the April 22, 2026 Board of Education meeting would contain:

- Policy 412, Partnerships
- Fiscal Year 2027 Operating Budget Update

7. Committee Reports and Legislative Updates

7.01 Legislative Updates

Ms. Yoho stated that Crossover Day in the Legislature had just occurred.

7.02 Policy Committee Report

The Policy Committee met this morning and discussed the following policies:

- Policy 510, Copyright Laws
- Policy 515, Waivers of Board Policy
- Policy 115, Responsible and Appropriate Use of Technology and Social Media Character Education
- Policy 509, Extracurricular and Co-Curricular Activities
- Policy 516, Teaching of Potentially Controversial Issues/Use of Historical Artifacts

7.03 Curriculum & Instruction Committee Report

The Curriculum & Instruction Committee will hold their next meeting on May 6, 2026 at 10 a.m. in the Board Room.

7.04 Committee Reports

- Special Education Citizens Advisory Committee (SECAC) met on March 23, 2026. The Transitioning Youth Resource Fair is this Saturday, March 28, 2026. The next SECAC meeting will be held on April 20, 2026.
- Family Life Advisory Committee (FLAC) will hold its next meeting on April 14, 2026 at 4:30 p.m. in the Board Room.
- Racial Equity Committee (REC) Community Forum will be held on April 14, 2026 at Governor Thomas Johnson High School.

8. Informational Items

8.01 Quarterly Agendas for Board Meetings

8.02 Future Agenda Items

9. Adjournment

9.01 Adjournment

President Rose adjourned the meeting at 9:44 p.m.

Submitted by: Kathryn Rich, Executive Assistant to the Board.



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.06 System Recognitions: Month of the Young Child Proclamation, National Autism Acceptance Month Proclamation, School Library Month Proclamation
Type	Action
Suggested Action	Board approval of the Month of the Young Child, National Autism Acceptance Month, and School Library Month Proclamations in the month of April.
Department(s)	Academics & Organizational Development
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p>

Content

PURPOSE OF PRESENTATION:

Recognition of the following during the month of April in Frederick County Public Schools (FCPS):

- Month of the Young Child
- National Autism Acceptance Month
- School Library Month

BACKGROUND/SUMMARY:

Month of the Young Child is celebrated each year in April and provides a time to celebrate the critical importance of early childhood education and the developmental milestones that lay the foundation for lifelong learning. In April and all year, we recognize the vital role that families, educators, and communities play in nurturing and supporting our youngest learners.

National Autism Acceptance Month is observed throughout April to promote understanding, foster inclusion, and support individuals with autism spectrum disorder. In recognition of this month, FCPS celebrates the unique perspectives of individuals with autism and remains

committed to promoting acceptance, inclusion, and connectedness. Through this commitment, FCPS supports students with autism and their families, helping each child reach their full potential. Throughout April, schools and offices are encouraged to engage in activities that raise awareness, highlight the strengths and contributions of individuals with autism, and create more inclusive learning environments. This observance also serves as an opportunity to strengthen partnerships with families and the broader community in support of every student's success.

In collaboration with the American Association of School Librarians, FCPS officially celebrates School Library Month. We recognize the contributions our school librarians and libraries play in transforming learning, promoting literacy, and instilling a love of reading among our students. We celebrate school librarians as teachers, leaders, program administrators, information specialists, and instructional partners vital to the work of our school system.

PROCESS STATEMENT:

The Board is asked to adopt the aforementioned proclamations.

SUBMITTED BY:

Dr. Keith Harris, Chief of Academics & Organizational Development

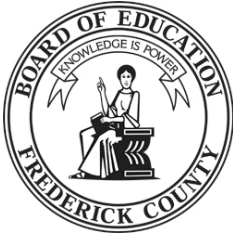
Dr. Jennifer Bingman, Associate Superintendent of Special Education & Student Services

ATTACHMENT(S):

[4.22.26_Proclamation_Month of the Young Child.pdf](#)

[4.22.26_National Autism Acceptance Month Proclamation.pdf](#)

[4.22.26 Proclamation_School Library Month.pdf](#)



Board of Education of Frederick County

Proclamation

Month of the Young Child

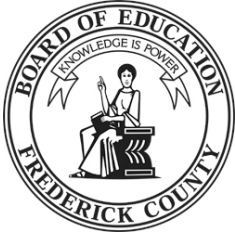
WHEREAS, our community is strengthened when all children reach their full potential. Children reach their full potential when families, schools, and all sectors of our community work together to create safe, stable, and nurturing environments that help children thrive

WHEREAS, educators, school administrators, support personnel, family members, caregivers, public officials, faith-based and community organizations all play significant roles in creating environments that ensure that children are safe, nurtured and can grow surrounded by love and stability; and by honoring our obligation to support our youngest people, all of us have an opportunity to make a positive difference in the life of a child and build a brighter future for our community

NOW, THEREFORE, the Board of Education of Frederick County does hereby proclaim April, in honor of Month of the Young Child. Further, we renew our commitment to create environments and build a community where all children can thrive, develop character, and learn to be resilient and responsible citizens. We renew our commitment to develop positive responsive relationships and prevent the experiences that contribute to toxic stress, including child abuse and neglect. And, we underscore our commitment to enable our children and their caregivers to receive the resources, support, and protection they need for lifelong resiliency and success.

We encourage all staff, students, families, and community members to attend the annual Frederick County Children's Festival, held at Baker Park from 10am-3pm on Saturday, April 25th.





National Autism Acceptance Month

WHEREAS, Frederick County Public Schools (FCPS) is guided by the principles of inclusivity in its commitment to help improve the lives of all individuals in the diverse community we serve; and

WHEREAS, Autism impacts people regardless of race, ethnicity, and social-economic backgrounds; and

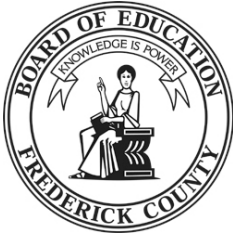
WHEREAS, while conditions characterized with Autism may challenge communication, social skills, and behavior; and individuals within the Autism Spectrum Disorder (ASD) community present varying qualities, strengths and challenges; and

WHEREAS, in the month of April, we strive to promote Autism acceptance and inclusion, and FCPS is committed to providing equitable access to services, events and activities that support self-determination for all individuals with ASD; and

WHEREAS, FCPS recognizes the importance of creating spaces that, beyond acceptance, provide opportunities for representation and celebration of all autism groups; and

NOW, THEREFORE, the Board of Education of Frederick County does hereby proclaim the month of April to be designated as National Autism Acceptance Month in all Frederick County Public Schools and encourages the community to join advocacy efforts.





Board of Education of Frederick County

Proclamation

School Library Month

WHEREAS, the school library is to ensure that students and staff are effective users of ideas and information; and

WHEREAS, the school librarian's role is to provide the leadership and expertise necessary to ensure that the school library is an integral part of the instructional program of the school; and

WHEREAS, the Board of Education has entrusted the school librarian in each school to teach the skills of locating and using information through traditional resources and new technologies, to provide literature appreciation activities, and to guide and encourage content and recreational reading to every student; and

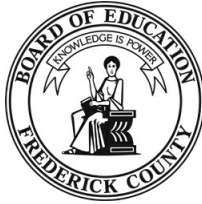
WHEREAS, lifelong learning begins and is systematically developed through the school library curriculum of the elementary and secondary schools; and

WHEREAS, the school library contributes to the individual growth and development of all students, while fostering both excellence and equity in education; and

WHEREAS, the school librarians of Frederick County have dedicated themselves to work for quality school libraries for all students;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of Frederick County Public Schools does hereby proclaim April 2026 as School Library Month in all of the public schools of Frederick County and calls upon school administrators, teachers, students and citizens of Frederick County to recognize and support this action and to participate throughout the month of April in the celebration of School Library Month.





Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.07 System Recognition: Teacher Appreciation Week Proclamation
Type	Action
Suggested Action	Board approval of the recognition of Teacher Appreciation Week
Department(s)	System Accountability & School Administration
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION:

Recognition of Teacher Appreciation Week (May 4-8, 2026).

BACKGROUND/SUMMARY:

Frederick County Public Schools (FCPS) has over 2,900 teachers and during the first full week in May, teachers across the nation are celebrated and honored by the National Education Association (NEA).

It is requested that the Board of Education of Frederick County recognize Teacher Appreciation Week in FCPS.

PROCESS STATEMENT:

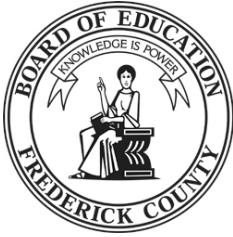
Board leadership is asked to read the aforementioned proclamation.

SUBMITTED BY:

Dr. Jamie Aliveto, Chief of Schools & Accountability

ATTACHMENT(S):

[2026_Teacher Appreciation Week_Proclamation 2026.pdf](#)



Board of Education of Frederick County

Proclamation

Teacher Appreciation Week

WHEREAS, teachers play a significant role in in the learning journey of their students by preparing and providing them with the skills and knowledge they need to be successful, and

WHEREAS, teachers can make a lasting impact on the lives of their students by helping them reach their highest aspirations, and

WHEREAS, teachers serve as experts in their respective content areas and dedicate much of their time and energy collaborating, monitoring student progress, and participating in professional learning activities, and

WHEREAS, teachers work tirelessly to ensure they provide a high-quality, safe and welcoming learning environment for all of their students.

NOW, THEREFORE, the Board of Education of Frederick County does hereby proclaim May 4-8, 2026 as Teacher Appreciation Week.

We encourage all staff, students, families, and community members to celebrate all Frederick County Public Schools teachers and thank them for all they do.





Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.08 Administrative Assistants/Administrative Professionals Day Proclamation
Type	Action
Suggested Action	Board will read aloud and take action.
Department(s)	Human Resources Department
Goal(s)	<p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION:

Proclamation shared as part of ongoing efforts to recognize organizational excellence, stakeholder engagement and the student and staff experience.

PROCESS STATEMENT:

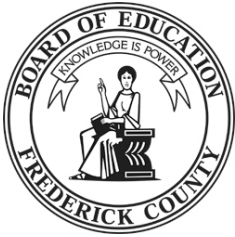
Board leadership will read the proclamation

SUBMITTED BY:

Dr. Sarah Sirgo, Chief of Staff

ATTACHMENT(S):

[2026_April_22_Administrative Assistants-Administrative Professionals Day Proclamation.pdf](#)



Board of Education of Frederick County

Proclamation

ADMINISTRATIVE ASSISTANTS / ADMINISTRATIVE PROFESSIONAL'S APPRECIATION DAY

WHEREAS, The Board of Education of Frederick County and Frederick County Public Schools is committed to excellence and recognizes that administrative professionals, including clerical staff, school secretaries, administrative secretaries, executive secretaries, and executive assistants, play a vital role in maintaining the efficiency, organization, and success of our various office and learning environments; and

WHEREAS, administrative professionals are often the first point of contact for students, parents, and visitors, creating welcoming and supportive environments that reflect the values of our educational community; and

WHEREAS, their commitment to excellence, attention to detail, and unwavering support play a critical role in advancing student success and strengthening our schools, ensuring a smooth day-to-day operation through their expertise in communication, coordination, problem-solving, and multitasking; and

WHEREAS, these dedicated professionals serve as the backbone of our schools and offices, ensuring the smooth and efficient operation of daily activities through exceptional organizational skill, professionalism, and adaptability, often managing complex responsibilities with grace and precision;

NOW, THEREFORE, the Board of Education of Frederick County does hereby proudly proclaim today, April 22, 2026, as Administrative Professionals Day, and celebrates all the wonderful administrative professionals who positively contribute to offices within Frederick County Public Schools, as well as dedicate themselves to the administrative profession, recognizing their essential contributions and expressing our deepest appreciation and gratitude for their hard work, dedication, and the impactful work they engage in on behalf of our students as part of the framework that supports every child, every day.

We encourage all staff, students, families, and community members to join us in expressing gratitude, appreciation, and recognition for the administrative professionals who contribute so greatly to the success of our school system.





Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.09 Public Comment
Type	Information

Content

The Board views public comment as an opportunity to hear concerns of the public, with the understanding and expectation that it is not considered a question-and-answer platform with Board members. Consequently, the Board will not provide a response to public comment presented in its meeting or by submission of a written comment, although it may follow-up with the individual as may be appropriate.

Pre-Registered Public Comment: The Board will provide a maximum of 60 minutes for pre-registered public comment with each speaker allotted up to three (3) minutes to speak.

The Board will receive public comment during this period on issues relating to the operations of the system; Board policies and governance; and current and past agenda items before the Board. The Board shall not receive public comment relating to individual personnel issues, complaints identifying individual students, or matters that are on appeal; that serves as advertising or solicitations for products or services; that is a political campaign speech; or that is pre-recorded audio or video by someone other than the speaker.

Prior to each Board action, the Board President shall announce the opportunity for the Board to receive public comment on the action item on the agenda. Each speaker will be allowed up to two (2) minutes for their public comment regarding the subject of the action under consideration by the Board.

Pre-Registration: The registration period for individuals wishing to participate in the designated public comment period will open with the publication of the agenda for the Board meeting (typically five [5] days in advance of the meeting) and will close at noon one (1) day before the scheduled Board meeting. A person wishing to speak may pre-register by;

- completing the form [linked here](#).
- calling (240) 586-8950 and leaving a voicemail.

Registration to participate in the designated public comment period will require the individual to be a Community member, an FCPS parent, student, or staff member, or an elected local, State or Federal Frederick County representative, and to provide the following at the time of registration:

- Full first and last name as it appears on a form of government-issued identification;
- Proof of Business, Land Ownership, or Residency in PDF format if the government-issued identification does not have a Frederick County address;

- Telephone number, email address, and ZIP code;
- Whether the speaker is a student;
- The topic(s) to be discussed; and
- Whether an interpreter or accommodation is requested with information regarding the specific need.

Failure to provide any of the above required registration information or the falsification of any required registration information will automatically disqualify that individual from providing public comment at the Board meeting.

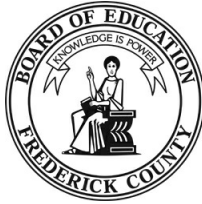
Written Comments: Individuals are provided the opportunity to and encouraged to submit written comments electronically and email them to BoardPublicComment@fcps.org. Written comments must be submitted as a PDF attachment (strongly preferred) or a Microsoft Word document with the .doc or .docx extension and will be uploaded to Granicus as part of the official meeting record within one (1) week. Comments in the body of an e-mail will not be accepted.



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4.. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.10. Superintendent Comments
Type	Information



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4.. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.11. Student Member Comments
Type	Information



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	4.. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	4.12. Board Member Comments
Type	Information



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	5. Regular Meeting - Action Consent
Subject	5.01 Staffing Changes
Type	Action Consent
Suggested Action	Board approval of action/consent items.
Department(s)	Human Resources Department
Goal(s)	Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.

Content

Please see attached report.

ATTACHMENT(S):

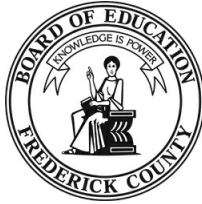
[Public Content_2026.04.22.pdf](#)

**BOARD OF EDUCATION OF FREDERICK COUNTY
BOARD AGENDA ITEM**

Staffing Changes	
Retirement	30
Resignation - Violation	1
Resignation	25
Leave	3
Return from Leave	1
Suspension - Two (3) Day	1
New Teacher Appointment	1
S. Bouey	

Comparison of Resignations			
October, 2024	2	October, 2025	7
November, 2024	4	November, 2025	4
December, 2024	2	December, 2025	3
January, 2025	3	January, 2026	6
February, 2025	17	February, 2026	20
March, 2025	41	March, 2026	12
April, 2025	20	April, 2026	26
May, 2025	22	May, 2026	
June, 2025	21	June, 2026	
July, 2025	0	July, 2026	
August, 2025	30	August, 2026	
September, 2025	5	September, 2026	
Cumulative to Date	167	Cumulative to Date	78

Comparison of New Hires			
October, 2024	8	October, 2025	2
November, 2024	5	November, 2025	7
December, 2024	3	December, 2025	9
January, 2025	11	January, 2026	26
February, 2025	8	February, 2026	8
March, 2025	1	March, 2026	1
April, 2025	12	April, 2026	1
May, 2025	22	May, 2026	
June, 2025	76	June, 2026	
July, 2025	0	July, 2026	
August, 2025	139	August, 2026	
September, 2025	11	September, 2026	
Cumulative to Date	296	Cumulative to Date	54



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	5. Regular Meeting - Action Consent
Subject	5.02 Proposed New Courses, Pilot Courses, and Curriculum Revisions
Type	Action Consent
Department(s)	Academics & Organizational Development
Goal(s)	Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.

Content

PURPOSE OF PRESENTATION: In alignment with Board of Education Policy 500, Approval of Curriculum and Instructional Materials, the purpose of this presentation and attached reports are to propose new courses, pilot courses, and curriculum revisions for approval by the Board of Education for implementation in 2026-27, 2027-28, and 2028-29.

BACKGROUND/SUMMARY: Proposed new and pilot courses and curriculum revisions were presented to the Curriculum & Instruction Committee at the March 11, 2026 meeting. Staff recommends approval of the proposed new and pilot courses and curriculum revisions.

PROCESS STATEMENT: Curriculum specialists and supervisors work closely with principals and classroom teachers to identify new or replacement courses to respond to student interest, address changes in state-mandated graduation requirements or updated state standards, expand access for students, and advance respective fields of study. In alignment with FCPS Regulation 500-01, Curriculum, Courses, and Instructional Resources and Regulation 500-09, Pilot Courses, new courses and pilot courses are proposed for Board of Education approval before implementation.

In addition, on an annual cycle, curriculum staff, in collaboration with teachers, review changes to state or national curricular frameworks and content standards and recommend revisions to essential curriculum to respond to changing standards.

PRESENTER(S) & TITLE(S):

Katherine Gull, D.O.L., Director, Curriculum, Instruction and Innovation
Scott Murphy, Director, Curriculum, Instruction and Innovation

SUBMITTED BY:

Katherine Gull, D.O.L., Director, Curriculum, Instruction and Innovation

Scott Murphy, Director, Curriculum, Instruction and Innovation

Keith Harris, Ed.D., Chief of Academics and Organizational Development

ATTACHMENT(S):

[04.22.26 Proposed New Courses and Curriculum Revisions_backup.pdf](#)

Frederick County Public Schools
Proposed Essential Curriculum, Curriculum Revisions, and New/Pilot Courses
March 2026

Background: In alignment with Board of Education Policy 500, *Approval of Curriculum and Instructional Materials*, the Board makes final approval of essential curriculum, new courses, and pilot courses. On an annual cycle, curriculum staff, in collaboration with teachers, review changes to state curriculum standards and frameworks and propose revisions to essential curriculum. In addition, curriculum revisions or development of new/pilot courses are also driven by a commitment to continuous improvement, responding to teacher feedback and student interest, adapting to changes in the student population and community, and/or reflecting new technologies, methodology, and content.

Action: The intent of this report is to seek approval for:

1. Revisions to essential curriculum in English Language Arts, Mathematics, and Social Studies, based on revised state standards approved by the Maryland State Board of Education and published by the Maryland State Department of Education (MSDE) in 2025. Staff seeks approval to adopt the state standards/frameworks listed in the chart below as essential curriculum in Frederick County Public Schools.
2. New/pilot courses to implement new standards, expand access to advanced coursework, and respond to student interest.

Note: Given the page volume of typical curriculum standards and frameworks, these are provided in the chart below as links to curriculum documents published by MSDE or other externally-validated resources.

1. Revised Standards Approved by the Maryland State Board of Education, Proposed to Be Adopted as Essential Curriculum by the Frederick County Board of Education

Content Area	Background	MSDE Revised Curriculum Standards/ Framework	FCPS Implementation Date	Board of Education Requested Action
English Language Arts	In 2024-2025, the Maryland State Department of Education (MSDE) convened statewide Standards and Frameworks Validation Committees for English Language Arts (ELA) and Mathematics. The committees were charged with reviewing Maryland’s ELA and Mathematics standards and frameworks and making revisions to ensure alignment with college and career readiness expectations, Maryland legislation, and policy. This process also included coordination with MSDE’s Division of Early Childhood to validate PreK standards and ensure vertical alignment through kindergarten and the newly developed Early Learning Standards.	Grades K-12	2026-27	Local Adoption of State Standards, Approval as Essential Curriculum to Drive Development of Curriculum Instructional Resources, and Course and Textbook Selection and Approval
Mathematics	Revisions to the standards were approved by the State Board on July 29, 2025, for implementation beginning in 2026-27. These new standards and frameworks will serve as the Essential Curriculum and drive the development of curriculum instructional resources and textbook selection and approval.	Grades PreK-8 Integrated Algebra 1 Integrated Algebra 2	2026-27 2027-28 2028-29	
Social Studies	In June 2025, the Maryland State Board of Education approved new social studies standards and frameworks PreK-12, with final revisions approved in August 2025. Initial frameworks were approved by the Frederick County Board of Education in June 2025 for Grades 6-9. The overall content, themes and concepts of the frameworks have limited changes since that time. These frameworks will serve as the Essential Curriculum grades PreK-12 social studies and drive the development of curriculum instructional resources and textbook selection and approval.	PreK-11	2026-27 2027-28 (Grade 7)	

2. New Course/Pilot Courses

Content Area and Course	Background	Pilot School(s)	FCPS Implementation Date	Curriculum Documents or Unit Overviews	Board of Education Requested Action
<p>English: <i>Pilot:</i> Advanced Placement (AP) Seminar</p>	<p>The College Board has developed AP Seminar as a foundational AP course in which students explore the complexities of academic and real-world issues, often offered for first-time AP students or as the core English course for English 10 or as a next course trajectory for advanced students.</p>	<p>TBD</p>	<p>2027-28</p>	<p>AP Seminar Course and Exam Description</p>	<p>Approval of New or Pilot Courses</p>
<p>Mathematics: Integrated Algebra 1-2</p>	<p>See information above about revised mathematics standards adopted by the Maryland State Board of Education and published by MSDE in 2025.</p>	<p>All middle and high schools</p>	<p>2027-28 2028-29</p>	<p>Integrated Algebra 1 Integrated Algebra 2</p>	



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	6. Board Items
Subject	6.01 Policy 412, Partnerships (NEW)
Type	Information, Discussion, Action
Suggested Action	Board approval of Policy 412, Partnerships
Department(s)	Legal Services
Goal(s)	Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.

Content

PURPOSE OF PRESENTATION:

1st Reading

PROCESS STATEMENT:

Policy 412, Partnerships, is presented today for the Board of Education's first reading (Analysis_backup1 and Clean_backup2).

PRESENTER(S) & TITLE(S):

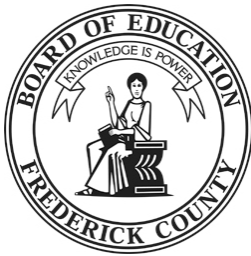
Steven N. Blivess, Esq., Chief Legal Counsel

SUBMITTED BY:

Steven N. Blivess, Esq., Chief Legal Counsel

ATTACHMENT(S):

[2026.04.22 Policy 412 Partnerships \(Analysis\)_backup1.pdf](#)
[2026.04.22 Policy 412 Partnerships \(Draft - Clean\)_backup2.pdf](#)



Frederick County Public Schools
Board of Education
POLICY ANALYSIS FORM

Policy Title: Partnerships
Policy No. 412

Policy Committee Recommendation (Select 1):

- Adoption of a New Policy (Skip Section I, Complete Section II)
- Technical Amendment to an Existing Policy (Complete Section I, Skip Section II)
- Substantive (Non-Technical) Amendment to an Existing Policy (Skip Section I, Complete Section II)
- Decommission of an Existing Policy (Complete Section I, Skip Section II)
- No change to the Policy (No further action is required)

Section I – Technical Amendments, Decommission

1. Select the nature of the amendment:

- Technical amendment to comply with federal, state, or local law
- Technical amendment to bring the policy into alignment with a more recently enacted Board policy
- Technical amendment to apply the new template to an existing policy without substantive changes
- Technical amendment to update directory information (FCPS office names, phone numbers, etc.)
- Decommission

2. Describe the amendment being proposed:

Click or tap here to enter text.

3. Will the technical amendment to the policy or decommissioning of the policy affect FCPS charter schools? Yes No
If “Yes”, describe how.

Click or tap here to enter text.

Section II – New Policy, Substantive (Non-Technical) Amendments

1. What issue or question is being addressed?

At the January 22, 2025, Policy Committee meeting, the Policy Committee members expressed interest in developing a new policy, separate from Policy 413 to specifically address partnerships. The draft of Policy 412, Partnerships, was presented to the Policy Committee on November 19, 2025, and was approved that same date to advance to the Board for a first reading. Accordingly, this draft of Policy 412, Partnerships, is being presented to the Board for review and approval.

2. Is there a fiscal impact? Yes No

If “Yes”, describe or attach a cost analysis and/or fiscal impact statement.

N/A

3. Does this policy relate to other Board policies or to FCPS regulations? Yes No
If “Yes”, identify the related policies and/or regulations.

Policy 426, Fundraising
Policy 444, Educational Equity and Excellence
Regulation 412-01, Partnerships (to be created)
Regulation 426-02, Donations and Gifts

4. Are there any legal requirements (federal, state, or local law or regulation or judicial decision) that mandates the policy or standards within the policy? Yes No
If “Yes”, provide the citation to the legal requirement and a brief description of the requirement.

[Click or tap here to enter text.](#)

5. Check the box next to each Maryland LEA whose policies were reviewed in preparing this policy. If you did not review other LEA policies, check the “None” box.

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Allegany | <input checked="" type="checkbox"/> Anne Arundel | <input checked="" type="checkbox"/> Baltimore City | <input checked="" type="checkbox"/> Baltimore County |
| <input type="checkbox"/> Calvert | <input type="checkbox"/> Caroline | <input type="checkbox"/> Carroll | <input type="checkbox"/> Cecil |
| <input type="checkbox"/> Charles | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Garrett | <input checked="" type="checkbox"/> Harford |
| <input checked="" type="checkbox"/> Howard | <input type="checkbox"/> Kent | <input checked="" type="checkbox"/> Montgomery | <input checked="" type="checkbox"/> Prince George’s |
| <input type="checkbox"/> Queen Anne’s | <input type="checkbox"/> Somerset | <input type="checkbox"/> St. Mary’s | <input type="checkbox"/> Talbot |
| <input type="checkbox"/> Washington | <input type="checkbox"/> Wicomico | <input type="checkbox"/> Worcester | <input type="checkbox"/> None |

6. Is a draft attached? Yes No
If “No,” explain why not.

N/A

7. What alternatives to the new policy or policy change were considered by staff?

None.

8. Will the policy or policy change affect FCPS charter schools? Yes No
If “Yes”, describe how.

The policy will apply equally to all FCPS schools, including the charters.

9. Will the Superintendent be required to report on the implementation of the policy? Yes No
If “Yes”, describe how.

Annual reporting to the Board on the implementation of the Policy and the business partnership program.

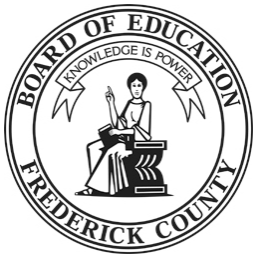
10. What is the timeline for the adoption of the policy?

Immediately.

Section III – Recommendation Approval

Recommendation by: Steven N. Bluess **11/19/25**
Superintendent's Designee

Approved by the Policy Committee on: 11/19/2025



Frederick County Public Schools
Board of Education
PARTNERSHIPS
Policy 412

A. Policy Purpose

To outline Board of Education of Frederick County (Board) expectations for the Frederick County Public Schools (FCPS) partnership program.

B. Definitions

1. “Partner” is defined to include but not be limited to any affiliated individual, group, business, agency, or organization that is a separate legal entity from FCPS and provides support to FCPS students, staff, and/or schools without financial compensation.
2. “Partnership” is defined to mean an ongoing, collaborative relationship between one or more Partners and FCPS or its schools, where services, resources, or expertise are offered at no cost to FCPS, in support of FCPS’s educational mission and strategic plan, and may or may not be formalized through a Partnership Agreement.
3. “Partnership Agreement” is defined to mean a formal written agreement between one or more Partners and FCPS or FCPS schools, that clearly defines each party’s roles and responsibilities, specifies mutually beneficial objectives, and supports FCPS’s educational mission.

C. Policy Statement

1. The Board’s expectation is that Partnerships align with FCPS’s educational mission, Strategic Plan, and school improvement plans, and support student success and educational equity.
2. The Board is committed to fostering a culture of engagement that strengthens connections through the identification and development of Partnerships. By working together through Partnerships, the Board believes that FCPS can create an environment that supports the development of every student, equipping them to succeed academically and contribute meaningfully to society.

D. Implementation

1. **Community Partnerships.** Community organizations are a valuable resource. FCPS will actively engage with state and local government offices, community agencies, non-profit service organizations, and local service providers to support student learning, well-being, and family engagement. Partnerships will be guided by shared goals, clearly defined roles and responsibilities, and a commitment to equity, inclusivity, and accountability. Schools will coordinate with these partners to provide integrated programs and services that

enhance academic achievement, social-emotional development, and access to resources for students and families

2. **Business Partnerships.** Business partners are a valuable resource. Organizations interested in serving as an FCPS business partner are encouraged to review this Policy and the supporting regulations thereto.
3. The Superintendent is directed to establish regulations to formalize the identification, development, and management process of Partnerships to ensure consistent implementation across the school system.
4. The Board directs the Superintendent to report to the Board annually on the implementation of this Policy and the partnership program.

E. Related Information

1. **Board Policy**
 - a. Policy 413, *Parent, Family, and Community Engagement*
(<https://apps.fcps.org/legal/documents/413>)[Link will become available after board approval.]
 - b. [Policy 426, Fundraising](https://apps.fcps.org/legal/documents/426)
(<https://apps.fcps.org/legal/documents/426>)
 - c. [Policy 444, Educational Equity and Excellence](https://apps.fcps.org/legal/documents/444)
(<https://apps.fcps.org/legal/documents/444>)
2. **FCPS Regulations**
 - a. Regulation 412-01, *Partnerships*
(<https://apps.fcps.org/legal/documents/412-01>)
 - b. [Regulation 426-02, Donations and Gifts](https://apps.fcps.org/legal/documents/426-02)
(<https://apps.fcps.org/legal/documents/426-02>)
3. **FCPS Resources**
 - a. [FCPS / Board of Education / Goals and Strategic Plan](https://www.fcps.org/board_of_education/goals_and_strategic_plan)
(https://www.fcps.org/board_of_education/goals_and_strategic_plan)
 - b. [FCPS / Departments / Public Affairs / Business Partnerships](https://www.fcps.org/departments/public_affairs/business_partnerships)
(https://www.fcps.org/departments/public_affairs/business_partnerships)
 - c. [FCPS / Departments / Public Affairs / Business Partnerships / Partnership Report](https://www.fcps.org/departments/public_affairs/business_partnerships/partnership_report)
(https://www.fcps.org/departments/public_affairs/business_partnerships/partnership_report)

F. Policy History (Maintained by Legal Services)

<i>Responsible Office</i>	Public Affairs
Adoption Dates	XX/XX/XX
Review Dates	

Revision Dates	
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Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	6. Board Items
Subject	6.02 Fiscal Year 2027 Operating Budget Update
Type	Information, Discussion
Department(s)	Fiscal Services
Goal(s)	<p>Goal 1 - Organizational Culture of Achievement - FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.</p> <p>Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.</p> <p>Goal 3 - Safety & Wellbeing - FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.</p> <p>Goal 4 - Stakeholder Engagement - FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.</p> <p>Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.</p>

Content

PURPOSE OF PRESENTATION: Staff will provide an update to the Board of Education of Frederick County regarding the Fiscal Year 2027 (FY2027) operating budget.

BACKGROUND/SUMMARY: On April 15, 2026, the County Executive of Frederick County released the Frederick County Government’s FY2027 proposed operating and capital budgets. Tonight, staff will provide an update on the FCPS FY2027 operating budget.

PRESENTER(S) & TITLE(S):

Heather Jo Clabaugh, Associate Superintendent of Fiscal Services
Denise Frock, Director of Budget

SUBMITTED BY:

Heather Jo Clabaugh, Associate Superintendent of Fiscal Services

ATTACHMENT(S):

04.22.26 FY2027 Operating Budget Update PPT.pdf
04.22.26 FY2027 Operating Budget Adjustments.pdf

Fiscal Services

FY2027 Operating Budget Update

Board of Education
April 22, 2026

PRESENTED BY: Heather Jo Clabaugh, Associate Superintendent of Fiscal Services
Denise Frock, Director of Budget



1

Presentation Outcomes

Provide an update on local funding & the FY2027 operating budget



2

2

A blue-tinted photograph of a classroom. Several students are seated at desks, and a teacher is standing and interacting with them. The text 'Capital Funding Update' is overlaid in yellow.

Capital Funding Update



3

3

An abstract background with light rays emanating from the top left corner, creating a sense of movement and energy. The text 'Capital Funding - Local Update' is overlaid in blue.

Capital Funding - Local Update

- \$400,000 to support technology
- \$1M to support the career & technology education - Reserve established in the County's budget



4

4

FY2027 Operating Budget Update



5

5

Revenue Update – Frederick County

Unrestricted Increased by \$31,132,608

In-Kind Services* Increased by \$5,384,201

In-kind services include school health program, Frederick Co. development center, school resource officers, internal audit, crossing guards, appraisals, private pre-K providers, and teacher pension.

**This is a net zero change to the budget, because revenue = expenses.*



6

6

Revenue Update – State

- Pre-Kindergarten Reduced by \$287,115

During the Legislative session, the implementation of the tier II sliding scale was revised. Originally, tier II funding was to be fully implemented to 600% of the federal poverty level (FPL). The State Legislature reduced the tier II funding to 450% FPL.



7

7

Expense Update

Utility Expenses	Increased by \$980,000
Charter Schools	Increased by \$969,371
MVM* Enrollment	Increased by \$331,647

**Monocacy Valley Montessori is increasing enrollment by 60 students per their charter agreement.*



8

8

FY2027 Operating Budget Update

- Total Expense Adjustments \$45,513,260
- Total Revenue Adjustments \$42,620,127
- Budget Variance \$2,893,133



Next Steps



Next Steps

- May 6 & 20, 2026 – Board of Education Meetings
 - Board adjustments to balance the FY2027 operating budget
- May 31 – County Council approval of the County’s FY2027 budget



11

11



Questions and Discussion

Email: FCPS.budget@fcps.org
[FCPS.org/budget](https://www.fcps.org/budget)



12

12

BOARD OF EDUCATION OF FREDERICK COUNTY
FY2027 Summary of Budget Adjustments
BOARD APPROVED BUDGET - DRAFT

	Description	FTE Positions	Board Requested Budget	Adjustments	Board Approved Budget - DRAFT
1	FY2026 Operating Budget Expenditures		\$ 970,236,964	\$ -	\$ 970,236,964
2	Expenditures				
3	Formula-Based Staffing Adjustments				
4	Formula-Based Staffing Adjustments: Elementary Teachers	(23.20)	\$ (2,303,615)		\$ (2,303,615)
5	Formula-Based Staffing Adjustments: Middle Teachers	(7.50)	(728,993)		(728,993)
6	Formula-Based Staffing Adjustments: High Teachers	(4.50)	(437,396)		(437,396)
7	Formula-Based Staffing Adjustments: School Support Positions (Staffing Model)	8.80	1,142,257		1,142,257
8	Formula-Based Staffing Adjustments: Special Education Teachers	5.50	545,595		545,595
9	Formula-Based Staffing Adjustments: School Based Allocation		(66,990)	-	(66,990)
10	Linganore Creek ES - Facilities Services Workers	5.00	298,414	-	298,414
11	Subtotal Formula-Based Staffing Adjustments	(15.90)	\$ (1,550,728)	\$ -	\$ (1,550,728)
12	Special Education				
13	Specialized Programs (3 Expressions Classrooms)	9.00	\$ 861,835		\$ 861,835
14	Speech Language Pathologists	4.00	430,676	-	430,676
15	Non-Public Placements		2,000,000	-	2,000,000
16	Unrestricted Support for IDEA Grant		1,569,300	-	1,569,300
17	Subtotal Special Education	13.00	\$ 4,861,811	\$ -	\$ 4,861,811
18	Employee Salary & Benefits				
19	Salary Resource Pool (subject to negotiations)		\$ 17,368,398	\$ -	\$ 17,368,398
20	Health (13%) & Dental (2.21%) Insurance Increase (Subject to Negotiations)		15,745,020	-	15,745,020
21	New Retiree Health Insurance		1,400,790	-	1,400,790
22	Pension (Employee, Teacher, & Administrative Fees)		2,960,559		2,960,559
23	Other Post Employment Benefits (OPEB) Trust Contribution		2,500,000	-	2,500,000
24	Subtotal Employee Salary & Benefits	0.00	\$ 39,974,767	\$ -	\$ 39,974,767

Description	FTE Positions	Board Requested Budget	Adjustments	Board Approved Budget - DRAFT	
25 Inflation					
26 Utility Increases		\$ 2,000,000	\$ 980,000	\$ 2,980,000	
27 Property & Liability Insurance		202,400		202,400	
28 Transfer to the Artificial Turf Fund		100,000		100,000	
29 Blueprint - Workforce Services Allocation		50,728	-	50,728	
30	Subtotal Inflation	0.00	\$ 2,353,128	\$ 980,000	\$ 3,333,128
31 Reallocations & Reductions					
32 Reallocation: Central Office Positions & Non-Salary Cost to Support Elementary Literacy	(9.00)	\$ (1,494,971)		\$ (1,494,971)	
33 Reallocation: Positions to Support Additional Specialized Programs	(9.00)	(989,203)		(989,203)	
34 Reduction: Central Office & Administrative Positions	(15.00)	(1,483,596)		(1,483,596)	
35 Reduction: Elimination of the SAT School Day Testing		(210,000)		(210,000)	
36	Subtotal Reallocations & Reductions	(33.00)	\$ (4,177,770)	\$ -	\$ (4,177,770)
37 Charter Schools					
38 Charter Schools FY2027 Allocation Adjustment		\$ 238,742	\$ 969,371	\$ 1,208,113	
39 Monocacy Valley Montessori - Add 60 Students Per Charter Agreement		622,948	331,647	954,595	
40	Subtotal Charter Schools	0.00	\$ 861,690	\$ 1,301,018	\$ 2,162,708
41 Reversal of One-Time Costs					
42 Linganore Creek Elementary Materials of Instruction Start-Up		\$ (325,000)	\$ -	\$ (325,000)	
43 One-Time Costs Associated with New FY2026 Positions		(32,000)	-	(32,000)	
44	Subtotal Reversal of One-Time Costs	0.00	\$ (357,000)	\$ -	\$ (357,000)

	Description	FTE Positions	Board Requested Budget	Adjustments	Board Approved Budget - DRAFT
45	Restricted Fund Adjustments				
46	Blueprint: Concentration of Poverty (Restricted Fund)		\$ 1,266,344	\$ -	\$ 1,266,344
47	Subtotal Restricted Fund Adjustments	0.00	\$ 1,266,344	\$ -	\$ 1,266,344
48	TOTAL OPERATING EXPENDITURE INCREASE/(DECREASE)	(35.90)	\$ 43,232,242	\$ 2,281,018	\$ 45,513,260
49	Revenues				
50	Local Revenues: Frederick County Appropriation		\$ -	\$ 31,132,608	\$ 31,132,608
51	State Revenue: Estimated Increase in State Aid		13,033,112	(287,115)	12,745,997
52	State Revenue: Non-Public Placements		(1,000,000)	-	(1,000,000)
53	State Revenue: Blueprint: Concentration of Poverty (Restricted Fund)		1,266,344	-	1,266,344
54	Reversal of Estimated Surplus (Used in FY2026)		(13,366,445)	-	(13,366,445)
55	Audited FY2025 Additional Surplus/(Deficit)		7,841,623	-	7,841,623
56	Estimated Surplus from FY2026 (to be used in FY2027)		4,000,000	-	4,000,000
57	TOTAL ESTIMATED REVENUE INCREASE/(DECREASE)		\$ 11,774,634	\$ 30,845,493	\$ 42,620,127
58	Budget Variance		\$ 31,457,608	\$ (28,564,475)	\$ 2,893,133
59	FY2027 Totals		\$ 1,013,469,206	\$ 2,281,018	\$ 1,015,750,224



Board of Education of Frederick County

Agenda Item Details

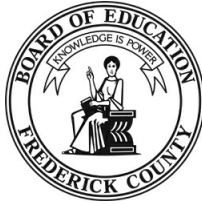
Meeting	April 22, 2026 - Board of Education Meeting
Category	7. Setting of the Next Meeting Agenda
Subject	7.01 Setting the Meeting Agenda for the May 6, 2026 Board of Education Meeting
Type	Information



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	8. Committee Reports and Legislative Updates
Subject	8.01 Legislative Updates
Type	Information



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	8. Committee Reports and Legislative Updates
Subject	8.02 Policy Committee Report
Type	Information



Board of Education of Frederick County

Agenda Item Details

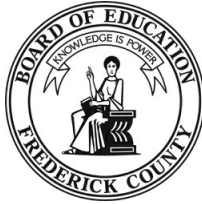
Meeting	April 22, 2026 - Board of Education Meeting
Category	8. Committee Reports and Legislative Updates
Subject	8.03 Curriculum & Instruction Committee Report
Type	Information



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	8. Committee Reports and Legislative Updates
Subject	8.04 Committee Reports
Type	Information



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	9. Informational Items
Subject	9.01 Quarterly Agenda for Board Meetings
Type	Information

ATTACHMENT(S):

[04.22.26 2nd Q 26 Agenda Public.pdf](#)

Quarterly Agenda for Board Meetings April – June 2026
*This document is dynamic - changes will be made to it as needed
to accommodate time sensitive business items*

April 22

Board of Education Curriculum & Instruction Committee Meeting (10:00 a.m.)

April 22

Closed:

Administrative Function:

Business Items:

- Bid Calendar Item (Information)
- Bid 26M3, Grass Mowing Services (Action)
- Bid 26M5, Unit Price Contract for Abatement of Hazardous Materials (Action)
- Bid 24M6, Water Heaters & Thermostatic Water Mixing Valves (Renewal) (Action)
- Current Expense Amendment 2-26 (Action)
- Carroll Creek Lease of Yellow Springs Elementary Building (PL) (Information/Discussion/Action)
- Special Education Update (JB) (Information)
- Monocacy Valley Montessori Public Charter (MVMPCS) School Annual Report (JA) (Information/Discussion)
- Artificial Intelligence (AI) Update (KH) (Information/Discussion/Action)
- Community Listening Session Debrief (DR) (Information/Discussion)

Policy Items:

- Policy 425, Flag Display and Salute (2nd Reading) (SB) (Information/Discussion/Action) – **Work Session**

System Recognitions:

- Month of the Young Child Recognition Proclamation (KH) (Action), National Autism Acceptance Month Proclamation (JB) (Action), School Library Media Month Proclamation (KH) (Action)
- Teacher Appreciation Week Proclamation (JA) (Action)
- Administrative Assistants/Administrative Professionals Day Proclamation (SS) (Action)

Consent Items:

- Staffing Changes (SS) (Action/Consent)
- Proposed New Courses, Pilot Courses and Curriculum Revisions (Action/Consent)

Informational Items:

- Quarterly Agenda for Board Meetings (Information)
- Future Agenda Items (Information)

Evening:

- Policy 412, Partnerships (New) (1st Reading) (SB) (Information/Discussion/Action) – **Evening**
- Fiscal Year 2027 Operating Budget Update (HC) (Information/Discussion) – **Evening**

May 6

Board of Education Curriculum & Instruction Committee Meeting (10:00 a.m.)

May 6

Closed:

Administrative Function:

Business Items:

- Bid Calendar items (Information)
- Information Items (Information)
- RFP 26C5, Relocation of Portable Classrooms (Action)
- Bid 22T3, Vehicle Parts - Radiators (Renewal) (Action)
- RFP 23FS4, Kitchen and Serving Line Equipment, Smallware's, Parts Design and/or Installation

- (Renewal) Action
- Bid 24T5, Vehicle Parts and Supplies (Renewal) (Action)
- RFP 26MISC6, Natural Gas (Action)
- Work-Based Learning Experiences Grant (JB) (Information/Discussion/Action)
- Special Education Update (JB) (Information)

Policy Items:

System Recognitions:

- Pupil Personnel Workers Month Proclamation (JB) (Action)
- Children’s Mental Health Awareness Week (JB) (Action)
- National Physical Education and Sport Week Proclamation (KH) (Action)
- SMOB Medal Presentation (DR)

Consent Items:

- Staffing Changes (SS) (Action/Consent)

Informational Items:

- Quarterly Agenda for Board Meetings (Information)
- Future Agenda Items (Information)

Evening:

- Strategic Plan Key Performance Indicator Reporting Goal 2 (KPI 7, KPI 8, KPI 9) (SS) (Information/Discussion) – **Evening**
- Fiscal Year 2027 Budget Update (HC) (Information/Discussion/Action) – **Evening**

**May 20
Board of Education Policy Committee Meeting (9:30 a.m.)**

May 20

Closed:

Administrative Function:

Business Items:

- Bid Calendar Items (Information)
- Information Items (Information)
- 23MISC9 403b/457b Programs and Services for Employees of FCPS (Renewal)
- 26MISC7, Printing Services for FCPS
- 26M4 HVAC Filters
- 26M6 Heating Oil
- 24M7, Unit Price Contract for Fencing (Renewal)
- 24T4, Bulk Diesel and Gas Delivery Services (Renewal)
- 26C4 MHS Partial Roof Replacement
- 22M2, Unit Price Contract for Roof Replacement/Repair (Renewal)
- 22MISC11, Crisis Intervention Program (Renewal)
- 22MISC12, Installation of Data Network Cabling (Renewal)
- 23MISC11, Sign Language Interpreting Agency Services (Renewal)
- 24MISC9, Qualification for Student Enrichment Services (Renewal)
- IAC Alex Donahue, Executive Director, Presentation on School Construction (Agenda Request) (KY)
- Cellphone Use (Agenda Request) (JA) (Information/Discussion/Action)

Policy Items:

- Policy 412, Partnerships (2nd Reading) (SB) (Information/Discussion/Action) – **Work Session**
- Policy 413, Family/Community Partnership (2nd Reading) (SB) (Information/Discussion/Action) – **Work Session**

System Recognitions:

- 2026 Support Employees of the Year Recognition (Information) (EP)

Consent Items:

- Staffing Changes (SS) (Action/Consent)
- Textbook Approval (KH) (Action/Consent)

Informational Items:

- Quarterly Agenda for Board Meetings (Information)
- Future Agenda Items (Information)

Evening:

- Policy 426, Fundraising (1st Reading) (SB) (Information/Discussion/Action) – **Evening**
- Fiscal Year 2027 Budget Update (HC) (Information/Discussion/Action) – **Evening**

June 10

Board of Education Curriculum & Instruction Committee Meeting (10:00 a.m.)

June 10

Closed:

Administrative Function:

Business Items:

- Bid Calendar Items (Information)
- Information Items (Information)
- 26HR2, Stop Loss Insurance
- 26MISC8, Contract Service Agencies for Special Education
- 26MISC9, Contract Service Agencies for Private Duty Nursing
- Superintendent's Recommended Educational Facilities Master Plan (PL) (Information/Discussion/Action)
- Special Education Update (JB) (Information)
- Camera Pilot Update (Agenda Request) (Information/Discussion/Action) – **Work Session**
- Setting of Quarterly Agenda, July – September (DR) (Information) – **Work Session**

Policy Items:

- Policy 444, Educational Equity & Excellence (2nd Reading) (SB) (Information/Discussion/Action) – **Work Session**

System Recognitions:

Consent Items:

- Staffing Changes (SS) (Action/Consent)

Informational Items:

- Quarterly Agenda for Board Meetings (Information)
- Future Agenda Items (Information)

Evening:

- Policy 507, Summer School (1st Reading) (SB) (Information/Discussion/Action) – **Evening**
- FY 2027 Food & Nutrition Services Budget, Capital Budget, Self-Insurance Fund Budget & Artificial Turf Budget Preview (HC) (Information/Discussion)
- FY 2027 Operating Budget (Information/Discussion/Action)

June 17

Board of Education Retreat (Tentative, Time TBD)

June 24

Board of Education Policy Committee Meeting (9:30 a.m.)

June 24

Closed:

Administrative Function:

Business Items:

- Bid Calendar Items (Information)
- Information Items (Information)
- Door Supply
- Building Automation Parts, Service and Maintenance

- Apprentice Program (Agenda Request) (KH) (Information/Discussion)
- MMCI Interim Report (DR) (Information/Discussion)

Policy Items:

- Policy 426, Fundraising (2nd Reading) (SB) (Information/Discussion/Action) – **Work Session**

System Recognitions:

- Recognition of Student Representative to the Board Proclamation (DR) (Action)

Consent Items:

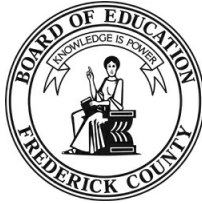
- Staffing Changes (SS) (Action/Consent)
- Textbook Approval (KH) (Action/Consent)
- Setting of Quarterly Agenda, July – September (DR) (Action/Consent)

Informational Items:

- Quarterly Agenda for Board Meetings (Information)
- Future Agenda Items (Information)

Evening:

- Ratification of Negotiated Agreements-FASSE, FCTA, and FCASA (Action)
- Fiscal Year 2027 Operating Budget, Artificial Turf Fund Budget, Capital Budget, Food & Nutrition Services Operating Budget, Self-Insurance Budget & (HC) (Information/Discussion/Action)



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	9. Informational Items
Subject	9.02 Future Agenda Items
Type	Information

Content

Items that appear in this agenda item are for informational purposes only. The Agenda Item Request form is completed by a Board member when they would like for an item to appear on a future agenda. Once the requesting Board member obtains two (2) other Board member signatures, the item is placed on a future agenda. The Agenda Item Requests will be placed in the Informational Items section of the agenda to allow the public to see items that are being requested by Board members.

ATTACHMENT(S):

[Data Centers_flat.pdf](#)

[Agenda Request Academic Calendar_flat.pdf](#)



Request to Add an Agenda Item

Board of Education

Clear Form

Board of Education
Frederick County, Maryland
191 South East Street
Frederick, Maryland 21701

Form # BOE-F01
September 2023

Topic:

Public update and discussion on the impacts of data centers and proximity to schools including information on noise or environmental pollution and the impact to vulnerable students, particularly special needs students. Discussion may include the possibility that we may need to consider seeking professional opinions and if so, what that process would look like.

Policy:

444, 202, 111, 409

Strategic Plan:

- Goal 1:** FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.
- Goal 2:** FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.
- Goal 3:** FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.

- Goal 4:** FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.
- Goal 5:** FCPS will promote a culture fostering wellness and civility for students and staff.

1. Was your campaign endorsed by, or did your campaign receive a contribution from the group presenting?

Requestor Yes No Supporter #1 Yes No Supporter #2 Yes No

2. Are there any areas with this presenter that might appear as a conflict of interest?

Requestor Yes No Supporter #1 Yes No Supporter #2 Yes No

3. Board membership or affiliations with group presenting?

Requestor Yes No Supporter #1 Yes No Supporter #2 Yes No

Provide an explanation for questions answered with a "yes"?

[Empty text box for explanation]

Recommended Action (Information, Discussion, Action):

Primarily an information and discussion item but may result in the action of adoption of instructions to staff based on the information presented and concerns raised.

Submitted by:

Date Submitted:

Supported by: [Names of two BOE Members who concur]

1.
2.



Request to Add an Agenda Item

Board of Education

Clear Form

Board of Education
Frederick County, Maryland
191 South East Street
Frederick, Maryland 21701

Form # BOE-F01
September 2023

Topic:

I am requesting an informational presentation on the challenges of this past winter season and the use of instructional hours versus hours and days under the current model to plan the academic calendar.

Policy:

Policy 401, School Calendar; Regulation 400-02

Strategic Plan:

Goal 1: FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.

Goal 2: FCPS will hire, support, and retain staff who champion individual, professional, and student excellence.

Goal 3: FCPS will pursue and utilize all resources strategically and responsibly to achieve identified outcomes and inspire public confidence.

Goal 4: FCPS will nurture relationships with families and the entire community, sharing responsibility for student success and demonstrating pride in all aspects of our school system.

Goal 5: FCPS will promote a culture fostering wellness and civility for students and staff.

1. Was your campaign endorsed by, or did your campaign receive a contribution from the group presenting?

Requestor Yes No Supporter #1 Yes No Supporter #2 Yes No

2. Are there any areas with this presenter that might appear as a conflict of interest?

Requestor Yes No Supporter #1 Yes No Supporter #2 Yes No

3. Board membership or affiliations with group presenting?

Requestor Yes No Supporter #1 Yes No Supporter #2 Yes No

Provide an explanation for questions answered with a "yes"?

[Empty text box for explanation]

Recommended Action (Information, Discussion, Action):

See attachment

Submitted by:

Date Submitted:

Supported by: [Names of two BOE Members who concur]

1.

2.



Board of Education of Frederick County

Agenda Item Details

Meeting	April 22, 2026 - Board of Education Meeting
Category	10. Adjournment
Subject	10.01 Adjournment
Type	Procedure