Wednesday, June 24, 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.]
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 June 24, 2026 Meeting Agenda

1.03 Information Items

1.04 Bid Items

1.05 MSDE Grow Your Own Grant

1.06 Policy 426, Fundraising

1.07 Youth Apprenticeship

1.08 Carroll Creek Montessori Public Charter School, Frederick Classical Charter School, & Sabillasville Environmental School Charter School Agreements

1.09 Motion to Move into Closed Session

1.10. Adjournment

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

2.01 Call to Order

2.02 Adjournment

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

3.01 Call to Order

3.02 Pledge of Allegiance

3.03 Closed Session Announcement

3.04 Approval of the June 10, 2026 Board of Education Meeting Minutes

3.05 System Recognition: Recognition of the Student Member of the Board

3.06 Public Comment

3.07 Superintendent Comments

3.08 Student Member Comments

3.09 Board Member Comments

4. Regular Meeting - Action Consent

4.01 Staffing Changes

4.02 Textbook Approval

4.03 Setting of Quarterly Agenda, July - September

5. Board Items

5.01 Ratification of Negotiated Agreement - FASSE, FCTA, and FCASA

5.02 Policy 107, Office of the Ombuds - Suspension

6. Setting of the Next Meeting Agenda

6.01 Setting the Agenda for the July 8, 2026 Board of Education Meeting

7. Committee Reports and Legislative Updates

7.01 Legislative Updates

7.02 Policy Committee Report

7.03 Curriculum & Instruction Committee Report

7.04 Committee Reports

8. Informational Items

8.01 Quarterly Agenda for Board Meetings

8.02 Future Agenda Items

9. Adjournment

9.01 Adjournment

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 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	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.02 Approval of the June 24, 2026 Meeting Agenda
Type	Action
Suggested Action	Board approval of the June 24, 2026 Meeting Agenda.

ATTACHMENT(S):
06.24.26 Agenda Public Regular Format.pdf

June 24, 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 June 24, 2026 Meeting Agenda (Action)
1.03 Information Items (Information)
1.04 Bid Items (Action)
1.05 MSDE Grow Your Own Grant (Information/Discussion/Action)
1.06 Policy 426, Fundraising (Information/Discussion/Action)
1.07 Youth Apprenticeship (Information/Discussion)
1.08 Carroll Creek Montessori Public Charter School, Frederick Classical Charter School, & Sabillasville Environmental School Charter School Agreements (Information/Discussion/Action)
1.09 Motion to Move into Closed Session (Action)
1.10 Adjournment

2. CLOSED 4:00 p.m.

2.01 Call to Order
2.02 Adjournment

3. REGULAR MEETING – START TIMES FOR AGENDA ARE APPROXIMATE 6:00 p.m.

3.01 Call to Order
3.02 Pledge of Allegiance
3.03 Closed Session Announcements
3.04 Approval of the June 10, 2026 Board of Education Meeting Minutes (Action)
3.05 System Recognition: Recognition of Student Member of the Board (Information/Discussion/Action)
3.06 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.

3.07 Superintendent Comments
3.08 Student Member Comments
3.09 Board Member Comments

4. ACTION ITEMS/CONSENT

4.01 Staffing Changes (Action/Consent)
4.02 Textbook Approval (Action/Consent)
4.03 Setting of Quarterly Agenda, July – September (Action/Consent)

5. BOARD ITEMS

5.01 Ratification of Negotiated Agreements - FASSE, FCTA and FCASA (Action)
5.02 Policy 107, Office of the Ombuds - Suspension (Information/Discussion/Action)

6. SETTING OF NEXT MEETING AGENDA

6.01 Setting Agenda for the July 8, 2026 Board of Education Meeting

7. COMMITTEE REPORTS, LEGISLATIVE UPDATES

7.01 Legislative Updates (Information)
7.02 Policy Committee Report (Information)
7.03 Curriculum & Instruction Committee Report (Information)
7.04 Committee Reports (Information)

8. INFORMATIONAL ITEMS

8.01 Quarterly Agenda for Board Meetings (Information)
8.02 Future Agenda Items (Information)

9. ADJOURNMENT

9.01 Adjournment

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.03 Information Items
Type	Information
Department(s)	Fiscal Services

Content
PRESENTATION OF 1 INFORMATION ITEM

PURPOSE OF PRESENTATION: Staff would like to inform the Board of Education of Frederick County of a current information item.

Sourcewell 021825-MBH, Fleet Charging and Energy Management Solutions:

BACKGROUND/SUMMARY: This contract will be utilized by Transportation Department for the purchase of electric vehicle (EV) charging stations to support the new electric school buses.

The contract was awarded to The Mobility House LLC, of Belmont, CA.

SUBMITTED BY:
Heather Jo Clabaugh, Associate Superintendent of Fiscal Services

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.04 Bid Items
Type	Action
Suggested Action	Staff seeks Board approval of Bid 26M6 and RFP 26MISC9
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
PRESENTATION OF 2 BID ITEMS

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

Bid 26M6, Heating Oil:

BACKGROUND/SUMMARY: This recommendation is to establish a contract with one or more vendors for the supply and delivery of heating oil by transport and/or tank wagon to Frederick County Public Schools and offices.

Staff recommends that Bid 26M6, Heating Oil, be awarded to Campbell Oil Company of Elizabethtown, NC.

RFP 26MISC9, Contract Service Agencies for Private Duty Nursing:

BACKGROUND/SUMMARY: This recommendation is to establish contracts with multiple licensed nursing agencies to provide private duty nursing services for the care of medically fragile students during the school day.

Staff recommends that RFP 26MISC9, Contract Service Agencies for Private Duty Nursing, be awarded to A Medical Staffing Agency of Baltimore, MD; American Medical Staffing, Inc. of Hunt Valley, MD; Automatic Nursing Care Services of Silver Spring, MD; Care With Compassion, Inc. of

Frederick, MD; Compassionate Care Nursing Services, Inc. dba: Compassionate Healthcare Nursing Services of Baltimore, MD; CRM Health Services, LLC of Fort Washington, MD; Crownhills Enterprises, Inc. of Nottingham, MD; Eaglewings Allied Health Staffing Agency, LLC of Owings Mills, MD; Elite Healthcare Nursing Services, Inc. of Baltimore, MD; Home Health Connection, Inc. of Bethesda, MD; Level One Personnel of Columbia, MD; Life and Light Healthcare Services, LLC of Baltimore, MD; MPS Healthcare, Inc. dba: Continuum Pediatric Nursing Services of Vienna, VA; MSSF, Inc. dba: Medical Staffing Services of Catonsville, MD; Professional Nursing Service, Inc. of Cockeysville, MD; Quality One Care Home Health, Inc. of Silver Spring, MD; Reliable Care, LLC of Gaithersburg, MD; Sage Business Services, LLC of Oxon Hill, MD; The Stepping Stones Group of Chicago, IL; and Vitalis Healthcare Services, LLC of Silver Spring, MD.

PRESENTER(S) & TITLE(S):
Bill Meekins, CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Manager
Roy McHaffa, CPPB, CPP, CPDW, Purchasing Agent
Kim Miskell, CPPO, CSBO, Assistant Purchasing Manager

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

ATTACHMENT(S):
06.24.26 26M6 Heating Oil_backup.pdf
06.24.26 26MISC9 Contract Service Agencies for Private Duty Nursing_backup.pdf

BID 26M6
HEATING OIL

FACT SHEET

A. **Overview**: This recommendation is to establish a contract with one or more vendors for the supply and delivery of heating oil by transport and/or tank wagon to Frederick County Public School and offices. Bids were opened on April 21, 2026.

1. **Bid participation:**

   13 proposal applicants
   4 companies submitted a proposal

2. **Bids were received from:**

   Campbell Oil Company (Elizabethtown, NC)
   Carroll Independent Fuel, LLC (Sparks Glencoe, MD)
   James River Solutions, LLC (Ashland, VA)
   Shipley Fuels Marketing, LLC (Hanover, PA)

3. **Other facts**:

   - The contract term will be effective from date of award through May 30, 2028, with three two-year renewal options available.
   - Approximately $827,537 was spent in FY25 and approximately $703,088 has been expended through May 29, 2026, in FY26.
   - This contract will be administered by Dawn Ashbacher, Sustainability Specialist, Facilities Services.

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 26M6, Heating Oil, be awarded to Campbell Oil Company, per the attached bid tabulation.

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

_____Approved _____Denied _____Deferred _____Other RM/kl

_____Date _____Date _____Date _____Date BOE Mtg.: 06.24.26

BID 26M6, HEATING OIL

BID TABULATION

DIFFERENTIAL (MARK-UP) BIDDING BASIS (Excluding Taxes)	CAMPBELL OIL COMPANY	CARROLL INDEPENDENT, LLC	JAMES RIVER SOLUTIONS	SHIPLEY FUELS MARKETING, LLC
Tank Wagon Delivery for 150 to 4,500 Gallons - Total Differential per Gallon	$0.1147	$0.45	$0.145	$0.55
Transport Delivery 4501 to 7,500 Gallons - Total Differential per Gallon	$0.0179	$0.30	$0.031	$0.0250
UP CHARGE FOR EMERGENCY DELIVERY: Flat fee per delivery	$150.00	$150.00	$100.00	$100.00
TAXES				
Leaking Underground Storage Tank (LUST)	$0.0010	$0.0010	$0.00100	$0.0010
National Oil Heat Research Alliance (NORA)	$0.0020	$0.0020	$0.00200	$0.0020
Federal Spill Fund Recovery Tax	$0.0000	N/A	$0.00000	
Maryland Oil Transfer/Environmental Fee	$0.0000	$0.002143	$0.00000	
Maryland Environmental Fee	$0.002143	N/A	$0.00210	
Other: Superfund	$0.004286	$0.004286	$0.00429	
TOTAL COST INCLUDING MARK-UP AND TAXES:				
OPIS Daily Rack Average Price on 3/30/2026	$4.4665	$4.4665	$4.4665	$4.4665
Tank Wagon Cost Per Gallon	$4.5096	$4.9259	$4.6209	$5.0195
Transport Cost Per Gallon	$4.4938	$4.7759	$4.5069	$4.4995
Tank Wagon Delivery Based on 270,064 Gallons	$1,239,755.80	$1,330,316.09	$1,247,936.04	$1,355,586.25
Transport Delivery based on 50,989 Gallons	$229,134.37	$243,519.84	$229,801.81	$229,425.01
Total Cost	$1,468,890.17	$1,573,835.93	$1,477,737.85	$1,585,011.26

RFP 26MISC9
CONTRACT SERVICE AGENCIES FOR PRIVATE DUTY NURSING

FACT SHEET

A. **Overview:** This recommendation is to qualify multiple licensed nursing agencies to provide private duty nursing services for the care of medically fragile students during the school day. Proposals were opened April 27, 2026.

1. **Proposal participation:**

55 proposal applicants
49 companies submitted proposals

2. **Proposals were received from:**

A Medical Staffing Agency (Baltimore, MD)
AG HealthCare, Inc. (Takoma Park, MD)
American Medical Staffing, Inc. (Hunt Valley, MD)
ATC Healthcare Services, LLC (Lake Success, NY)
Automatic Nursing Care Services (Silver Spring, MD)
Aya Healthcare, Inc. (San Diego, CA)
B&E Ventures, LLC (Olney, MD)
Care With Compassion, Inc. (Frederick, MD)
Compassionate Care Nursing Services, Inc. dba: Compassionate Healthcare Nursing Services (Baltimore, MD)
CRM Health Services, LLC (Fort Washington, MD)
Crownhills Enterprises, Inc. (Nottingham, MD)
Delta-T Group Maryland, Inc. (Columba, MD)
Eaglewings Allied Health Staffing Agency, LLC (Owings Mills, MD)
Elite Healthcare Nursing Services, Inc. (Baltimore, MD)
ESS Clinical (Knoxville, TN)
FutureLink Staffing Partners (Oakland, MD)
GreatLight Homecare, LLC (Laurel, MD)
HealthForce of Virginia, Inc. (Richmond, VA)
Home Health Connection, Inc. (Bethesda, MD)
I Am Home Health Care Services, LLC (Laurel, MD)
JayKay Medical Staffing, Inc. (Tavares, FL)
LanceSoft, Inc. (Herndon, VA)
Level One Personnel (Columbia, MD)
Life and Light Healthcare Services, LLC (Baltimore, MD)
Maxim Healthcare Services, Inc. (Columbia, MD)
Merendis, LLC (Bowie, MD)
MPS Healthcare, Inc. dba: Continuum Pediatric Nursing Services (Vienna, VA)
MSSF, Inc. dba: Medical Staffing Services (Catonsville, MD)
MYNAC Group, LLC (Greenbelt, MD)
Nurse Lynx, Inc. (Westminster, MD)
One Nation Healthcare Staffing Agency (Beltsville, MD)
Professional Nursing Service, Inc. (Cockeysville, MD)
Quality Assured Staffing, LLC dba: QA Solutions (Reisterstown, MD)
Quality One Care Home Health, Inc. (Silver Spring, MD)
Reliable Care, LLC (Gaithersburg, MD)
Ro Heath, LLC (Seattle, WA)
Sage Business Services, LLC (Oxon Hill, MD)
Shore Staffing, Inc. (Easton, MD)
The Stepping Stones Group (Chicago, IL)
TrueCare24, Inc. (Tampa, FL)
VECRA, Inc. (Bowie, MD)
Vitalis Healthcare Services, LLC (Silver Spring, MD)

3. **Other Facts:**

- The initial contract term shall be effective from July 1, 2026, through June 30, 2029, with one two-year renewal term available.

- These services support a student while they are accessing their education to ensure their health and safety during instruction and service time.

- The contract is being awarded to multiple service providers to ensure an adequate resource pool to meet our needs due to the nationwide shortage of qualified nurses.
- Frederick County Public School makes no commitment to any agency for a minimum or maximum number of assignments, hours, or overall value of work.
- In FY26, approximately $568,689 has been spent through June 3, 2026.
- Selection is based on the total score of each bidder's technical and cost proposals.
- This contract will be administered by Jenifer Waters, RN, MSN, Health Services Specialist.

4. **Source of Funding:** Contingent upon the Board of Education of Frederick County FY27 Approved Operating Budget and contingent upon Board approval of FY28 and FY29 Operating Budgets.

B. **Recommendation:** Staff recommends that RFP 26MISC9, Contract Service Agencies for Private Duty Nursing, be awarded to vendors on the attached bid tabulation sheet, at the indicated rates.

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

_____ Approved	_____Denied	_____Deferred	_____Other	KM/kl
_____Date	_____Date	_____Date	_____Date	BOE Meeting: 06.24.26

RFP 26MISC9, CONTRACT SERVICE AGENCIES FOR PRIVATE DUTY NURSING
SCORING SUMMARY

Vendor	Technical Score	Fee Score	Total Score
Eaglewings Allied Health Staffing Agency LLC	94.25	44.35	138.60
American Medical Staffing, Inc.	95.25	42.60	137.85
A medical staffing agency	92.00	44.38	136.38
Vitalis Healthcare Services LLC	92.75	42.02	134.77
CRM Health Services	91.25	43.17	134.42
Automatic Nursing Care Services	91.50	42.35	133.85
Level One Personnel, Inc.	87.75	44.85	132.60
Quality One Care Home Health, Inc	91.00	38.75	129.75
Home Health Connection, Inc.	90.25	38.24	128.49
The Stepping Stones Group	90.50	37.98	128.48
Elite Healthcare Nursing Services, Inc.	86.25	41.78	128.03
Care With Compassion, Inc. dba BrightStar Care of Carroll and Frederick County	91.25	34.17	125.42
Sage Business Services	90.50	34.69	125.19
Compassionate Care Nursing Services, Inc.	84.25	40.27	124.52
Life and Light Healthcare Services, LLC	86.25	35.93	122.18
Medical Staffing Services T/A MSSF INC	89.50	32.50	122.00
Crown Hills Enterprises, Inc.	82.50	36.55	119.05
MPS Healthcare, Inc	87.50	30.13	117.63
Reliable Care LLC	91.50	21.67	113.17
Professional Nursing Services, Inc.	89.25	23.54	112.79
Delta-T Group, Inc.	79.50		
Ro Health, LLC	79.50		
Shore Staffing, Inc.	79.00		
Maxim Healthcare Services, Inc.	78.00		
HealthForce of Virginia, Inc.	77.50		
LanceSoft, Inc	77.25		
B&E Ventures LLC	76.50		
ATC Healthcare Services, LLC	74.50		
MERENDIS LLC	74.25		
ESS Clinical, Inc.	65.75		
VECRA INC	64.75		
One Nation Health Care Solutions , Inc	60.25		
MYNAC GROUP LLC	58.00		
FutureLink Staffing Partners	55.75		
Aya Healthcare, Inc.	39.50		

EVALUATION CRITERIA

Business Structure
Recruiting and Training Practices
Licensing and Insurance
Legal Issues
References

RFP 26MISC9,CONTRACT SERVICE AGENCIES FOR PRIVATE DUTY NURSING
BID TABULATION

Vendor	Registered Nurse (RN)	Licensed Practical Nurse (LPN)	Certified Nursing Assistant (CNA) / Certified Medication Technician (CMT)
A Medical Staffing Agency	$ 65.00	$ 55.00	$ 45.00
American Medical Staffing, Inc.	$ 67.00	$ 59.00	$ 47.00
Automatic Nursing Care Services	$ 80.00	$ 60.00	$ 40.00
Care With Compassion, Inc. dba BrightStar Care of Carroll and Frederick County	$ 95.00	$ 80.00	$ 45.00
Compassionate Care Nursing Services, Inc.	$ 80.00	$ 70.00	$ 40.00
CRM Health Services	$ 82.00	$ 69.00	$ 30.00
Crown Hills Enterprises, Inc.	$ 75.00	$ 70.00	$ 55.00
Eaglewings Allied Health Staffing Agency LLC	$ 68.00	$ 60.00	$ 40.00
Elite Healthcare Nursing Services, Inc.	$ 80.00	$ 70.00	$ 35.00
Home Health Connection, Inc.	$ 95.00	$ 75.00	$ 35.00
Level One Personnel, Inc.	$ 75.00	$ 52.00	$ 40.00
Life and Light Healthcare Services, LLC	$ 80.00	$ 69.00	$ 55.00
Medical Staffing Services T/A MSSF INC	$ 65.00	$ 56.00	N/A
MPS Healthcare, Inc	$ 73.00	$ 61.00	$ -
Professional Nursing Services, Inc.	$ 95.00	$ 75.00	N/A
Quality One Care Home Health, Inc	$ 80.00	$ 70.00	$ 45.00
Reliable Care LLC	$ 100.00	$ 80.00	N/A
The Stepping Stones Group	$ 78.00	$ 68.00	$ 50.00
Vitalis Healthcare Services LLC	$ 93.50	$ 67.50	$ 28.50

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.05 MSDE Grow Your Own Grant
Type	Information, Discussion, Action
Suggested Action	Board approval of staff recommendation
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. Goal 2 - Operational Excellence - FCPS will hire, support, and retain staff who champion individual, professional, and student excellence. Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.

Content

PURPOSE OF PRESENTATION: To seek Board of Education approval of grant funds to support a "grow your own" teachers' program.

BACKGROUND/SUMMARY: Frederick County Public Schools (FCPS) has been awarded a $855,646 from the Maryland State Department of Education's Maryland Grow Your Own (GYO) Educators Grant Program. The four-year grant will support recruiting and preparing employees to become licensed special education teachers while working in FCPS classrooms.

Conditionally licensed special education teachers participating in the program will enroll in a 29-credit post-baccalaureate certificate (PBC) program at McDaniel specifically designed for working teachers. Classes will be held virtually, and the program can be completed in four semesters. Over the four-year grant period, the program will support 45 conditionally licensed special education teachers in this pathway toward earning their initial teacher licensure.

In addition to collaborating with McDaniel College in this project, FCPS is partnering with the Frederick County Teachers Association (FCTA) and the Frederick Association of School Support Employees (FASSE). Both FCTA and FASSE will assist in recruiting candidates for the program, support candidate engagement, and advise on retention strategies.

Grant funds will be used for the following:
- Tuition and fees for the 45 teachers participating in the program ($677,475)

- Licensure assessment costs for the 45 teachers ($27,270)
- Textbooks for the teachers to use in their McDaniel coursework ($60,525)
- Stipends for mentors to provide instructional coaching to the teachers ($22,500)
- Hourly pay for a grant specialist ($19,880) and program administrator ($33,607) to manage the project
- Indirect costs ($14,389)

Acceptance of this grant does not obligate FCPS to expend additional local resources.

PROCESS STATEMENT: FCPS Regulation 500-21 requires that all grant awards over $50,000 must be accepted by the Board of Education.

PRESENTER(S) & TITLE(S):
Ms. Doreen Bass, Grant Management Specialist
Dr. Karine Myers, Director, Leadership & Organizational Development
Mrs. Julia Nguyen, Director, Human Resources

Submitted by:
Dr. Sarah Sirgo, Chief of Staff

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.06 Policy 426, Fundraising
Type	Information, Discussion, Action
Suggested Action	Board approval of Policy 426, Fundraising
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:
2nd Reading

PROCESS STATEMENT:
Policy 426, Fundraising, is presented today for the Board of Education's second reading (Summary_backup1, Analysis_backup2, Clean_backup3, and Redlined_backup4).

PRESENTER(S) & TITLE(S):
Steven N. Blivess, Esq., Chief Legal Counsel

SUBMITTED BY:
Steven N. Blivess, Esq., Chief Legal Counsel

ATTACHMENT(S):
2026.06.24 Policy 426 Fundraising in Schools (2nd Reading) (Summary)_backup1.pdf
2026.06.24 Policy 426 Fundraising in Schools (2nd Reading) (Analysis)_backup2.pdf
2026.06.24 Policy 426 Fundraising in Schools (2nd Reading) (Draft - Clean)_backup3.pdf
2026.06.24 Policy 426 Fundraising in Schools (2nd Reading) (Draft - Redlined)_backup4.pdf

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

Steven N. Blivess, Esq.
Chief Legal Counsel

Frederick County Public Schools
INSPIRE ★ MOTIVATE ★ INNOVATE

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

Paralegal
Cindy M. Guilday
Nichole A Szczesny

Executive Assistant
Zoe L. Carson

Policy 426, *Fundraising in Schools*
Proposed Changes

May 20, 2026 Board Meeting

Page No.	Paragraph No.	Summary of Changes
N/A	N/A	Apply new template.
N/A	N/A	Revise policy name from "Fundraising in Schools" to "Fundraising, Donations, and Gifts."
1	A	Expand scope to include donations and gifts.
1-2	B(14)	Add definitions for "Charitable Cause," "Co-curricular and Extracurricular Activities," "Crowdfunding," "Donations," "Donation campaign," "FCPS-Sponsored," "Fiscal Agent," "Fundraising Activity," "Gift," "Monetary Donations," "Non-Monetary Donation"/"In-Kind Contribution," "Parent and Community Groups," "School-Sponsored Activities," and "School-Sponsored Organizations."
2	C(1)	Expand group types; emphasize required approvals and full legal and policy compliance.
2-3	C(3)	Strike language now covered by defined terms. Expand crowdfunding to include online fundraising, update approval authority, and revise regulatory references.
3	C(4)	Clarify that accepted donations and gifts become Board property and are governed by applicable policies, regulations, and laws.
3	C(5)	Expand scope to include donations and gifts.
3	D(1)	Authorize Superintendent to accept donations per policy, regulations, and procedures.
3	D(2)	Define criteria for permissible fundraising, donations, and gifts.
3	D(3)	List prohibitions on fundraising, donations, and gifts.
3	D(4)	Establish guidelines for naming rights of Board facilities.
4	D(5)	Outline rules for wish lists, online fundraising, and donation-based crowdfunding.
4	D(6)	Direct Superintendent to maintain implementing regulations.
4-5	E	Add related information, grouped by category.

June 24, 2026 Board Meeting

Page No.	Paragraph No.	Summary of Changes
2	B(11)	Revise definition to exclude charter operators.
2	C(1)	Revise fundraising purposes to include extracurricular activities and to acknowledge that charter operators may fund for operational and administrative costs.
3	C(4)	Add a statement regarding ownership of donations and gifts to charter operators.
3	D(3)(d)	Strike this sentence and reinsert as new D(4).
4	D(7)(d)	Add a statement that wishlist donations are, inasmuch as is possible, to be used for classroom, teacher, or purpose specified.

Frederick County Public Schools
Board of Education
POLICY ANALYSIS FORM

Policy Title: Fundraising in Schools
Policy No. 426

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?

   The proposed updates are intended to strengthen the policy and address donations and gifts.

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 201, Naming Rights of Board of Education Facilities
Policy 305, Conflict of Interests and Employee Ethics
Policy 444, Educational Equity and Excellence
Policy 501, Selection and Approval of Library Media Materials
Regulation 200-09, Memorials Honoring Deceased Students and Staff
Regulation 202-01, Modifications to Buildings and Grounds (formerly 200-17)
Regulation 400-03, Disposal or Relocation of School System Property
Regulation 400-31, Computer Acquisition
Regulation 400-76, Volunteer Involvement: Computer-Related Technology Guidelines
Regulation 426-01, Fundraising (formerly 300-38)
Regulation 426-02, Donations and Gifts (formerly 200-33)
Regulation 500-03, Disposal or Donation of Obsolete Textbooks and Library Media Materials
Regulation 501-01, Selection and Approval of Library Medial Materials

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.

   Title IX of the Educational Amendments Act of 1972

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.

☒ Allegany	☐ Anne Arundel	☒ Baltimore City	☐ Baltimore County
☐ Calvert	☐ Caroline	☐ Carroll	☐ Cecil
☐ Charles	☐ Dorchester	☐ Garrett	☐ Harford
☒ Howard	☐ Kent	☒ Montgomery	☒ Prince George's
☐ Queen Anne's	☐ Somerset	☐ St. Mary's	☐ Talbot
☐ Washington	☐ Wicomico	☐ Worcester	☐ 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.

   Changes 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.

   N/A

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

Immediately.

Section III – Recommendation Approval

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

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

A. Policy Purpose

To ensure that all fundraising activities, donations, and gifts are approved and adhere to Board of Education of Frederick County (Board) policy and Frederick County Public Schools (FCPS) regulation, and activities are balanced with the benefit of fundraising and the time commitment involved for students so that academic success is not compromised.

B. Definitions

1. "Charitable Cause" is defined as a recognized non-profit organization, or local, regional, national or international charitable concern.

2. "Co-curricular and Extracurricular Activities" are defined as activities that relate directly to or complement the curriculum, or activities supported by the school or its employees in which students participate.

3. "Crowdfunding" is defined as a type of online fundraising activity, facilitated through an internet-based or social media request utilized to raise funds or obtain donations of materials or other items for a specific purpose or initiative.

4. "Donation Campaign" is defined to mean an organized outreach by an FCPS program, school, team, group, or employee, or by a Parent and Community Group to solicit monetary donations either online, by mail, or in person as part of a fundraising activity.

5. "Donations" are defined to mean equipment, materials, money, or property given to a school or to the school system for use in or in conjunction with educational or extracurricular programs.

6. "Fiscal Agent" is defined to mean an individual, such as a school principal or department lead, who is responsible for fiscal compliance and therefore responsible for all funds raised by the school and/or its school-sponsored organization(s), or by a department.

7. "Fundraising Activity" is defined as any activity or event held by the school system or individual schools or Parent and Community Groups that sells goods or services in order to generate money for the school system as well as any activity or event advertised as intended to raise money on behalf of a charitable cause. Fundraising activities encompass a wide range of strategies, including individual donor outreach and events, as well as crowdfunding and other online fundraising platforms.

8. "Gift" is defined to mean the transfer of anything of economic value, regardless of the form, without adequate and lawful consideration.

9. "Monetary Donations" are defined to mean financial contributions, including but not limited to checks, online payments, debit or credit card payments, cash, and gift cards.

10. "Non-Monetary Donation" or "In-Kind Contribution" is defined to mean a gift or gifts of goods or services at no cost, such as, but not limited to, classroom supplies, backpacks, technology, equipment, and property.

11. "Parent and Community Groups" are defined to mean affiliated organizations that are separate legal entities from FCPS, including but not limited to, Parent Teacher Associations (PTAs), Parent Teacher Student Associations (PTSAs), Foundations, and Booster Clubs organizations, but not including charter operators.

12. "School-Sponsored Organization" is defined to mean any organization that is sponsored directly or indirectly by an individual school, including extracurricular clubs supervised by FCPS staff.

C. Policy Statement

1. The Board acknowledges that student organizations, School-Sponsored Organizations, and Parent and Community Groups use fundraising activities to support curricular, co-curricular, and extracurricular endeavors. Charter school operators, from time-to-time, may also engage in fundraising activities generally directed toward supporting charter school operations and administrative costs. The Board's expectation is that the raising and expending of funds by these groups contribute to the educational experience of FCPS students, not conflict with or disrupt the operation of the instructional program, obtain all required approvals, adhere to all relevant local, State, and federal laws and regulations, and comply with relevant Board policies, FCPS regulations, and FCPS standard operating procedures.

2. Recognizing there are inherent concerns for student safety associated with door-to-door solicitations, the Board advocates alternative efforts of selling, such as telephone calls, social media communications, parental assistance through personal or professional contacts, and parent or other adult supervision for any door-to-door solicitation by students.

3. Crowdfunding, online fundraising, and donation-based campaigns must be reviewed by the appropriate Fiscal Agent or their designee, meet the criteria outlined in FCPS Regulation 426-01, *Fundraising* (formerly 300-38) and FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33), and comply with Board Policy 444, *Educational Equity and Excellence*.

4. Once accepted, donations and gifts become the property of the Board and are subject to Board policies, FCPS regulations, FCPS standard operating procedures, and applicable federal, state, and local laws and regulations that govern the use of the Board-owned property, including purchases made with donated monies. For charter schools, donations and gifts become the property of the charter operator; however, their use remains subject to all applicable Board policies, FCPS regulations, and legal requirements that govern charter school operations.

5. Under Title IX and the Board's Policy 444, *Educational Equity and Excellence*, the Board's expectation is that fundraising activities, donations, and gifts are offered and applied fairly and equitably among girls and boys school athletic programs.

D. Implementation

1. The Board authorizes the Superintendent to accept donations or gifts of money, supplies, materials, equipment, and real property, in accordance with this Policy, FCPS Regulation 426-01, *Fundraising* (formerly 300-38) and FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33), as well as any and all relevant internal standard operating procedures.

2. **Permissible Fundraising, Donations, and Gifts.** The Superintendent or their designee shall permit fundraising activities, donations, and gifts that meet the following criteria:
   a. Support established school and school system priorities;
   b. Be conducted in accordance with applicable federal, state, and local laws and regulations;
   c. Be conducted in accordance with applicable Board policies, FCPS regulations, and internal standard operating procedures;
   d. Be conducted in a manner that safeguards FCPS assets and ensures appropriate reporting and accountability;
   e. Promote the general welfare, education, morale, and civic mindedness of students; and
   f. Do not take place in an environment that endangers the health or safety of students.

3. **Prohibited Fundraising, Donations, and Gifts.** The Superintendent or their designee shall prohibit any fundraising activity, donation, or gift that:
   a. Conflicts with or disrupts the operation of the education program;
   b. Places restrictions on the educational or extracurricular programs or the school system;
   c. Imposes or is likely to impose undesirable, unacceptable, or hidden costs on the school system (*e.g.*, employee time, maintenance, budget, materials, etc.); or
   d. Violates this Policy, FCPS Regulation 426-01, *Fundraising* (formerly 300-38) or FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33).

4. Funds raised through fundraising activities, donations, or gifts shall not be used as a means to circumvent a Board decision to discontinue or not fund a program, including the initiation, continuation, or reinstatement of such program. To the extent funds are raised to initiate, continue, or reinstate a program, the Board shall not be obligated to fund the program at any time thereafter.

5. **Naming of Facilities.** The Board may consider requests to grant naming rights for facilities that are donated or funded through private contributions. Criteria and procedures for such requests are outlined in Board Policy 201, *Naming Rights of Board of Education Facilities*.

6. **Donations and Wish Lists/Online Fundraising and Donation-Based Crowdfunding Sites**

a. In accordance with Board Policy 305, *Conflict of Interests and Employee Ethics*, school-based employees may accept donations of supplies through approved "Wish Lists," provided such donations comply with the Superintendent's regulations and are used to supplement, not supplant, FCPS educational programs.
b. Donation campaign initiatives such as Amazon Wishlist, DonorsChoose, Box Tops, or the like, are considered fundraisers. These campaigns, along with online fundraising and donation-based crowdfunding efforts that utilize internet-based platforms to collect monetary or non-monetary donations, are permitted with prior approval. All items and/or funds received through such efforts become the property of the Board.
c. Procedures for donation campaigns, online fundraising, and donation-based crowdfunding are outlined in FCPS Regulation 426-01, *Fundraising* (formerly 300-38) and FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33).
d. While all donations and gifts are the property of the Board, to the extent possible, donations or gifts to a specific classroom, specific teacher, or for a specific purpose will be honored by the school administration.

7. The Superintendent is directed to provide and maintain regulation(s) to implement this Policy.

E. Related Information

1. **Board Policy**
   a. Policy 113, *Scholarship Programs*
   (https://apps.fcps.org/legal/documents/113)
   b. Policy 115, *Responsible Use of Social Media*
   (https://apps.fcps.org/legal/documents/115)
   c. Policy 201, *Naming Rights of Board of Education Facilities*
   (https://apps.fcps.org/legal/documents/201)
   d. Policy 210, *Technology Acquisition*
   (https://apps.fcps.org/legal/documents/210)
   e. Policy 305, *Conflict of Interests and Employee Ethics*
   (https://apps.fcps.org/legal/documents/305)
   f. Policy 440, *Charter Schools*
   (https://apps.fcps.org/legal/documents/440)
   g. Policy 444, *Educational Equity and Excellence*
   (https://apps.fcps.org/legal/documents/444)
   h. Policy 501, *Selection and Approval of Library Media Materials*
   (https://apps.fcps.org/legal/documents/501)
   i. Policy 509, *Extracurricular and Co-Curricular Activities*
   (https://apps.fcps.org/legal/documents/509)

2. **External Resources**
   a. Maryland State Department of Education (MSDE) (Rev. 2014), *Financial Reporting Manual for Maryland Public Schools*
   (https://fcps-md.info/MSDE_Financial_Reporting)

3. **FCPS Regulations**
   a. Regulation 100-08, *Responsible Use of Social Media*
   (https://apps.fcps.org/legal/documents/100-08)
   b. Regulation 200-09, *Memorials Honoring Deceased Students and Staff*
   (https://apps.fcps.org/legal/documents/200-09)
   c. Regulation 200-41, *Research Requests*
   (https://apps.fcps.org/legal/documents/200-41)
   d. Regulation 202-01, *Modifications to Buildings and Grounds* (formerly 200-17)
   (https://apps.fcps.org/legal/documents/202-01)
   e. Regulation 400-03, *Disposal or Relocation of School System Property*
   (https://apps.fcps.org/legal/documents/400-03)
   f. Regulation 400-31, *Computer Acquisition*
   (https://apps.fcps.org/legal/documents/400-31)
   g. Regulation 400-76, *Volunteer Involvement: Computer-Related Technology Guidelines*
   (https://apps.fcps.org/legal/documents/400-76)
   h. Regulation 426-01, *Fundraising* (formerly 300-38)
   (https://apps.fcps.org/legal/documents/426-01)
   i. Regulation 426-02, *Donations and Gifts* (formerly 200-33)
   (https://apps.fcps.org/legal/documents/426-02)
   j. Regulation 500-03, *Disposal or Donation of Obsolete Textbooks and Library Media Materials*
   ((https://apps.fcps.org/legal/documents/500-03)
   k. Regulation 501-01, *Selection and Approval of Library Medial Materials*
   (https://apps.fcps.org/legal/documents/501-01)
   l. Regulation 509-01, *Student Clubs* (formerly 400-58)
   (https://apps.fcps.org/legal/documents/509-01)

4. **FCPS Resources**
   a. FCPS Booster Guidelines
   b. FCPS / Connect with FCPS / Computer Donations
   (https://www.fcps.org/connect_with_fcps/computer_donations)
   c. FCPS Extracurricular Activities Handbook
   d. **Fiscal Services Division Standard Operating Procedures**
      i. ACCT-AM-SOP-01, Inventory of System Assets and Sensitive Items (Rev. 10/10/19)
      ii. ACCT-AM-SOP-02, Electronic Equipment Transfer Procedure (Rev. 08/27/19)
      iii. ACCT-AM-SOP-023, Equipment Capitalization Procedure (Rev. 08/27/19)
      iv. PUR-SOP-040, Gift Cards (Rev. Dec. 2020)
      v. PUR-SOP-040.1, Gift Card Accountability Form (Rev. Dec. 2020)
      vi. PUR-SOP-040.2, Gift Card Log Sheet (Rev. Dec. 2020)
   e. **Forms**
      i. Donation Acceptance Form
      (https://apps.fcps.org/forms/public-regulation-forms/252)
      ii. Donation Log Form (and Flow Charts)
      (https://apps.fcps.org/forms/staff-financial-reporting/301)
      iii. Receipts Remittance Log
      (https://apps.fcps.org/forms/staff-accounting/6)

f. School Activity Funds Accounting Manual: Practices, Policies, Administrative Regulations, Procedures and Guidelines (Rev. Aug. 2022)

5. **Federal Law**
   a. Family Educational Rights and Privacy Act (FERPA) (https://fcps-md.info/FERPA_20_USC_1232g)
   b. Title IX of the Educational Amendments Act of 1972 (https://fcps-md.info/Title_IX_20_USC_1681)

6. **Federal Statutes**
   a. 26 U.S.C. § 501 (https://fcps-md.info/IRC_501-c-3)

7. **Maryland Law**
   a. Maryland Solicitations Act

8. **Maryland Statutes**
   a. Md. Code Ann., Educ. § 4-118 (https://fcps-md.info/MD_Educ_Code_4-118)
   b. Md. Code Ann., Educ., D. II, T. 9

F. Policy History (Maintained by Legal Services)

Responsible Office	Financial Reporting Department; Office of the Associate Superintendent of Fiscal Services
Adoption Dates	10/11/06
Review Dates	
Revision Dates	12/11/19; 06/24/26

A. Policy Purpose

To ensure that all fundraising activities[, donations, and gifts] are approved [~~by the principal or designee,~~][and] adhere to Board of Education [of Frederick County] (Board) policy and Frederick County Public Schools (FCPS) regulation, and activities are balanced with the benefit of fundraising and the time commitment involved for students so that academic success is not compromised.

B. Definitions

1. [“Charitable Cause” is defined as a recognized non-profit organization, or local, regional, national or international charitable concern.

2. “Co-curricular and Extracurricular Activities” are defined as activities that relate directly to or complement the curriculum, or activities supported by the school or its employees in which students participate.

3. “Crowdfunding” is defined as a type of online fundraising activity, facilitated through an internet-based or social media request utilized to raise funds or obtain donations of materials or other items for a specific purpose or initiative.

4. “Donation Campaign” is defined to mean an organized outreach by an FCPS program, school, team, group, or employee, or by a Parent and Community Group to solicit monetary donations either online, by mail, or in person as part of a fundraising activity.

5. “Donations” are defined to mean equipment, materials, money, or property given to a school or to the school system for use in or in conjunction with educational or extracurricular programs.

6. “Fiscal Agent” is defined to mean an individual, such as a school principal or department lead, who is responsible for fiscal compliance and therefore responsible for all funds raised by the school and/or its school-sponsored organization(s), or by a department.

7. “Fundraising Activity” is defined as any activity or event held by the school system or individual schools or Parent and Community Groups that sells goods or services in order to generate money for the school system as well as any activity or event advertised as intended to raise money on behalf of a charitable cause. Fundraising activities encompass a wide range of strategies, including individual donor outreach and events, as well as crowdfunding and other online fundraising platforms.

8. "Gift" is defined to mean the transfer of anything of economic value, regardless of the form, without adequate and lawful consideration.

9. "Monetary Donations" are defined to mean financial contributions, including but not limited to checks, online payments, debit or credit card payments, cash, and gift cards.

10. "Non-Monetary Donation" or "In-Kind Contribution" is defined to mean a gift or gifts of goods or services at no cost, such as, but not limited to, classroom supplies, backpacks, technology, equipment, and property.

11. "Parent and Community Groups" are defined to mean affiliated organizations that are separate legal entities from FCPS, [~~such as, ~~][including] but not limited to, Parent Teacher Associations (PTAs), Parent Teacher Student Associations (PTSAs), foundations, and Booster Club organizations[~~.~~][,but not including charter operators.]

12. "School-Sponsored Organization" is defined to mean any organization that is sponsored directly or indirectly by an individual school, including extracurricular clubs supervised by FCPS staff.]

C. Policy Statement

1. The Board acknowledges that student organizations[, School-Sponsored Organizations,] and [~~p~~][P]arent [and Community G][~~g~~]roups use fundraising activities to support curricular[,][~~and~~] co-curricular[, and extracurricular] endeavors. Charter school operators, from time-to-time, may also engage in fundraising activities generally directed toward supporting charter school operations and administrative costs. The Board's] [~~It is an~~] expectation [is] that [the] raising and expending of funds by these groups contribute to the educational experience of FCPS students, not conflict with or disrupt the operation of the instructional program, [obtain all required approvals,] [~~and~~] adhere to [all] relevant [local, S][~~s~~]tate[,] and federal law[s and regulations, and comply with relevant Board policies, FCPS regulations, and internal standard operating procedures].

2. Recognizing there are inherent concerns for student safety associated with door-to-door solicitations, the Board advocates alternative efforts of selling[,] such as telephone calls, social media communications, parental assistance through personal or professional contacts, and parent or other adult supervision for any door-to-door solicitation by students.

3. [~~Donation-based c~~][C]rowdfunding[~~ (i.e. tools that source money for a project by asking a large amount of contributors to donate a small portion)~~][, online fundraising activities, and donation campaigns] must be reviewed by the [~~principal, approved by the instructional director,~~][appropriate Fiscal Agent or their designee,][~~and~~] meet [the] criteria [~~as~~] outlined in FCPS Regulation [426-01,][~~300-38~~]*Fundraising* [(formerly 300-38) and FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33),] and [~~in compliance~~] [comply] with Board Policy 444[,] *Educational Equity* [*and Excellence*].

4. [Once accepted, donations and gifts become the property of the Board and are subject to Board policies, FCPS regulations, FCPS standard operating procedures, as well as relevant federal, state, and local laws that govern the use of the Board-owned property, including purchases made with donated monies.][For charter schools, donations and gifts become the property of the charter operator; however, their use remains subject to all applicable Board policies, FCPS regulations, and legal requirements that govern charter school operations.]

5. Under Title IX and the Board's Policy 444[,] *Educational Equity* [*and Excellence*], it is an expectation that fundraising [~~efforts~~][activities, donations, and gifts] are offered and applied fairly and equitably among girls and boys school athletic programs.

D. Implementation

1. [The Board authorizes the Superintendent to accept donations or gifts of money, supplies, materials, equipment, and real property, in accordance with this Policy, FCPS Regulation 426-01, *Fundraising* (formerly 300-38) and FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33), as well as any and all relevant internal standard operating procedures.

2. **Permissible Fundraising, Donations, and Gifts.** The Superintendent or their designee shall permit fundraising activities, donations, and gifts that meet the following criteria:
   a. Support established school and school system priorities;
   b. Be conducted in accordance with applicable federal, state, and local laws;
   c. Be conducted in accordance with applicable Board policies, FCPS regulations, and internal standard operating procedures;
   d. Be conducted in a manner that safeguards FCPS assets and ensures appropriate reporting and accountability;
   e. Promote the general welfare, education, morale, and civic mindedness of students; and
   f. Do not take place in an environment that endangers the health or safety of students.

3. **Prohibited Fundraising, Donations, and Gifts.** The Superintendent or their designee shall prohibit any fundraising activity, donation, or gift that:
   a. Conflicts with or disrupts the operation of the education program;
   b. Places restrictions on the educational or extracurricular programs or the school system;
   c. Imposes or is likely to impose undesirable, unacceptable, or hidden costs on the school system (*e.g.*, employee time, maintenance, budget, materials, etc.);
   d. [~~Initiates, continues, or reinstates a program that the Board is unwilling or unable to consider funding after donated funds are exhausted;~~] or
   e. Violates this Policy, FCPS Regulation 426-01, *Fundraising* (formerly 300-38), or FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33)

4. [Funds raised through fundraising activities, donations, or gifts shall not be used as a means to circumvent a Board decision to discontinue or not fund a program, including the initiation, continuation, or reinstatement of such program. To the extent funds are raised to initiate, continue, or reinstate a program, the Board shall not be obligated to fund the program at any time thereafter.]

5. **Naming of Facilities.** The Board may consider requests to grant naming rights for facilities that are donated or funded through private contributions. Criteria and procedures for such requests are outlined in Board Policy 201, *Naming Rights of Board of Education Facilities*.

6. **Charter Schools.** The Board recognizes that a charter school operator authorized by the Board may wish to raise private funds to support the charter school. Fundraising activities by a charter school operator are permitted, provided that all fundraising activities comply with applicable federal, state, and local laws and regulations, Board policies, FCPS regulations, and any financial reporting or oversight requirements established by the Board as part of a operator's charter contract.

7. **Donations and Wish Lists/Online Fundraising and Donation-Based Crowdfunding Sites**
   a. In accordance with Board Policy 305, *Conflict of Interests and Employee Ethics*, school-based employees may accept donations of supplies through approved "Wish Lists," provided such donations comply with the Superintendent's regulations and are used to supplement, not supplant, FCPS educational programs.
   b. Donation campaign initiatives such as Amazon Wishlist, DonorsChoose, Box Tops, or the like, are considered fundraisers. These campaigns, along with online fundraising and donation-based crowdfunding efforts that utilize internet-based platforms to collect monetary or non-monetary donations, are permitted with prior approval. All items and/or funds received through such efforts become the property of the Board.
   c. Procedures for donation campaigns, online fundraising, and donation-based crowdfunding are outlined in FCPS Regulation 426-01, *Fundraising* (formerly 300-38) and FCPS Regulation 426-02, *Donations and Gifts* (formerly 200-33).
   d. [While all donations and gifts are the property of the Board, to the extent possible, donations or gifts to a specific classroom, specific teacher, or for a specific purpose will be honored by the school administration.]

8. The Superintendent is directed to provide and maintain regulation(s) to implement this Policy.]

E. Related Information

1. **[Board Policy**
   a. Policy 113, *Scholarship Programs* (https://apps.fcps.org/legal/documents/113)
   b. Policy 115, *Responsible Use of Social Media* (https://apps.fcps.org/legal/documents/115)
   c. Policy 201, *Naming Rights of Board of Education Facilities* (https://apps.fcps.org/legal/documents/201)
   d. Policy 210, *Technology Acquisition* (https://apps.fcps.org/legal/documents/210)
   e. Policy 305, *Conflict of Interests and Employee Ethics* (https://apps.fcps.org/legal/documents/305)
   f. Policy 440, *Charter Schools*

(https://apps.fcps.org/legal/documents/440)
g. Policy 444, *Educational Equity and Excellence* (https://apps.fcps.org/legal/documents/444)
h. Policy 501, *Selection and Approval of Library Media Materials* (https://apps.fcps.org/legal/documents/501)
i. Policy 509, *Extracurricular and Co-Curricular Activities* (https://apps.fcps.org/legal/documents/509)

2. **External Resources**
   a. Maryland State Department of Education (MSDE) (Rev. 2014), *Financial Reporting Manual for Maryland Public Schools* (https://fcps-md.info/MSDE_Financial_Reporting)

3. **FCPS Regulations**
   a. Regulation 100-08, *Responsible Use of Social Media* (https://apps.fcps.org/legal/documents/100-08)
   b. Regulation 200-09, *Memorials Honoring Deceased Students and Staff* (https://apps.fcps.org/legal/documents/200-09)
   c. Regulation 200-41, *Research Requests* (https://apps.fcps.org/legal/documents/200-41)
   d. Regulation 202-01, *Modifications to Buildings and Grounds* (formerly 200-17) (https://apps.fcps.org/legal/documents/202-01)
   e. Regulation 400-03, *Disposal or Relocation of School System Property* (https://apps.fcps.org/legal/documents/400-03)
   f. Regulation 400-31, *Computer Acquisition* (https://apps.fcps.org/legal/documents/400-31)
   g. Regulation 400-76, *Volunteer Involvement: Computer-Related Technology Guidelines* (https://apps.fcps.org/legal/documents/400-76)
   h. Regulation 426-01, *Fundraising* (formerly 300-38) (https://apps.fcps.org/legal/documents/426-01)
   i. Regulation 426-02, *Donations and Gifts* (formerly 200-33)
   j. (https://apps.fcps.org/legal/documents/426-02)Regulation 500-03, *Disposal or Donation of Obsolete Textbooks and Library Media Materials* (https://apps.fcps.org/legal/documents/500-03)
   k. Regulation 501-01, *Selection and Approval of Library Medial Materials* (https://apps.fcps.org/legal/documents/501-01)
   l. Regulation 509-01, *Student Clubs* (formerly 400-58) (https://apps.fcps.org/legal/documents/509-01)

4. **FCPS Resources**
   a. FCPS Booster Guidelines
   b. FCPS / Connect with FCPS / Computer Donations (https://www.fcps.org/connect_with_fcps/computer_donations)
   c. FCPS Extracurricular Activities Handbook
   d. **Fiscal Services Division Standard Operating Procedures**
      i. ACCT-AM-SOP-01, Inventory of System Assets and Sensitive Items (Rev. 10/10/19)

ii. ACCT-AM-SOP-02, Electronic Equipment Transfer Procedure (Rev. 08/27/19)
iii. ACCT-AM-SOP-023, Equipment Capitalization Procedure (Rev. 08/27/19)
iv. PUR-SOP-040, Gift Cards (Rev. Dec. 2020)
v. PUR-SOP-040.1, Gift Card Accountability Form (Rev. Dec. 2020)
vi. PUR-SOP-040.2, Gift Card Log Sheet (Rev. Dec. 2020)

e. **Forms**
   i. Donation Acceptance Form (https://apps.fcps.org/forms/public-regulation-forms/252)
   ii. Donation Log Form (and Flow Charts) (https://apps.fcps.org/forms/staff-financial-reporting/301)
   iii. Receipts Remittance Log (https://apps.fcps.org/forms/staff-accounting/6)

f. School Activity Funds Accounting Manual: Practices, Policies, Administrative Regulations, Procedures and Guidelines (Rev. Aug. 2022)

5. **Federal Law**
   a. Family Educational Rights and Privacy Act (FERPA) (https://fcps-md.info/FERPA_20_USC_1232g)
   b. Title IX of the Educational Amendments Act of 1972 (https://fcps-md.info/Title_IX_20_USC_1681)

6. **Federal Statutes**
   a. 26 U.S.C. § 501 (https://fcps-md.info/IRC_501-c-3)

7. **Maryland Law**
   a. Maryland Solicitations Act

8. **Maryland Statutes**
   a. Md. Code Ann., Educ. § 4-118 (https://fcps-md.info/MD_Educ_Code_4-118)
   b. Md. Code Ann., Educ., D. II, T. 9]

F. Policy History (Maintained by Legal Services)

Responsible Office	Financial Reporting Department; Office of the Associate Superintendent of Fiscal Services
Adoption Dates	10/11/06
Review Dates	
Revision Dates	12/11/19[;[~~XX/XX/XX~~][06/24/26]]

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.07 Youth Apprenticeship
Type	Information, Discussion
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. 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:

At the Board of Education's (BOE) request, FCPS staff will provide an overview of the Maryland Youth Apprenticeship Program, including program growth, student participation, employer engagement, and outcomes. The presentation will highlight efforts to expand Career-Connected Learning opportunities, strengthen business and industry partnerships, and support student college and career readiness.

BACKGROUND/SUMMARY:

The Maryland Youth Apprenticeship Program provides students with paid, structured workplace learning experiences aligned to career interests and workforce needs. Through partnerships with local employers and the Maryland Department of Labor, students earn academic credit while developing technical and employability skills that support successful transitions to postsecondary education and careers. The presentation will provide an update on program growth, student participation, employer engagement, and outcomes aligned to FCPS college and career readiness goals.

PRESENTER(S) & TITLE(S):

Dr. Kathy Gull, Director, Department of Curriculum and Instruction
Mr. Korbin Shoemaker, Coordinator, Career and Technical Education
Mr. Mike Brown, Teacher Specialist, Career and Technical Education

SUBMITTED BY:

Dr. Keith Harris, Chief of Academics and Organizational Development

ATTACHMENT(S):
06.24.26_Youth_Apprenticeship_Presentation_backup1.pdf
AgendaRequestApprentice.flat.pdf

Department of Curriculum and Instruction

Youth Apprenticeship

June 24, 2026

PRESENTED BY: Dr. Kathy Gull, Director, Department of Curriculum and Instruction
Mr. Korbin Shoemaker, Coordinator, Career and Technical Education
Mr. Mike Brown, Teacher Specialist, Career and Technical Education

FCPS Frederick County Public Schools
INSPIRE • MOTIVATE • INNOVATE

1

Presentation Outcomes

1. Review Youth Apprenticeship within Career Connected Learning
2. Review current status of Youth Apprenticeship in FCPS
3. Share future work in Youth Apprenticeship



FCPS

2

2



3

Career Connected Learning (CCL)

A comprehensive, integrated approach that helps students identify, develop, and practice career and employability skills early so they can make informed decision about the many pathways available to them after graduation.

4

FCPS

4

Components of CCL

- Apprenticeships
- Work-Based Learning Opportunities
- School Based Enterprises
- Industry Recognized Credentials
- Career Counseling

5

5

Goal

By the 2030-2031 school year, 45% of public high school graduates must complete the high school level of a registered apprenticeship, pass an Industry-Recognized Credential (IRC), or complete a youth apprenticeship that includes attainment of an IRC.

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Youth Apprenticeship in FCPS

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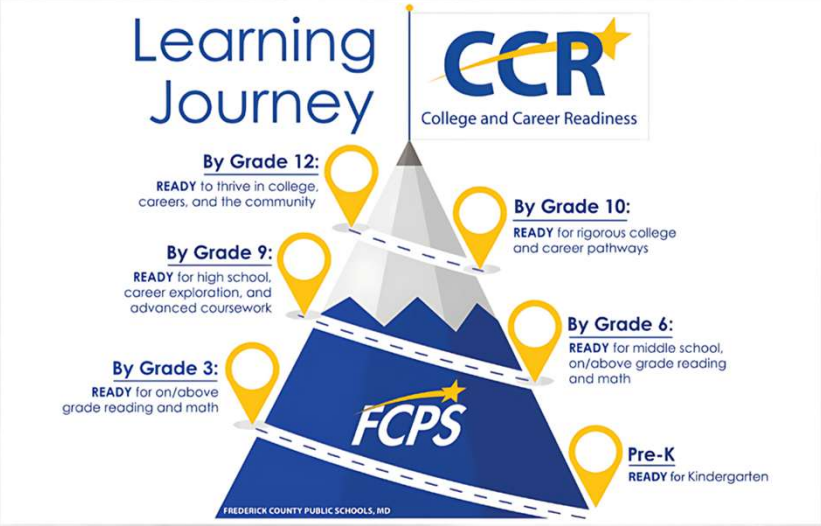
The Learning Journey



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Vision for Apprenticeship in FCPS

To provide FCPS students with a paid work-based learning experience focused on the development of specific career skills under the guidance of a skilled mentor preparing them with a pathway to employment after graduation.

9

9

FCPS Youth Apprenticeship Program

- Partnership with Maryland Department of Labor (MDoL)
  - Approved as safe, high-quality, aligned to workforce needs
- Earn while you learn opportunities
- Learning experiences with knowledgeable mentorship
- Foster industry connections
- Secure course credit and skills certification



10

10

Equity & Access Opportunities

Expands access to **career pathways for all students,** including those who may not pursue a traditional four-year college route.

Participation and employer engagement continue to grow, demonstrating **increased student interest and strong return on investment** for the community.



11

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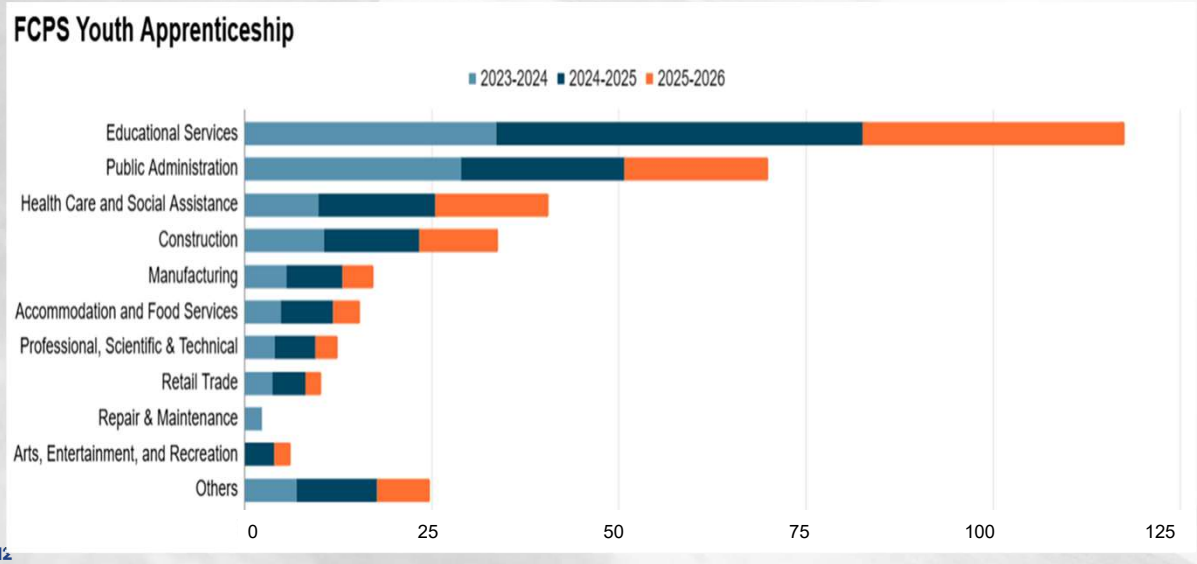
FCPS 2023-2026 Youth Apprenticeships



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Youth Apprenticeship Summit

The annual summit helps students network with employers, participate in career development workshops, and learn about available apprenticeships.



FCPS

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13

Senior Career Fair

Provides direct access to job opportunities, on-the-spot interviews, and career pathway exploration aligned to students' skills and interests.



FCPS

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Career Signing Day

Celebrates and recognizes FCPS graduates who are launching directly into the local workforce, highlighting their skills, career readiness, and commitment to in-demand career pathways.



15

15

Future Work in Youth Apprenticeship

16

16

Address Program Challenges

- Increase awareness & employer capacity
- Student transportation
- Scheduling conflicts
- Continue to develop student readiness and interpersonal skills
- Program coordination and staff capacity
- Equitable access for all student groups

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New Models for Student Access

Career Awareness & Exposure Middle & High School Level

Youth Apprenticeship Program with IRC Attainment

Maryland Department of Labor
Registered Apprenticeship Program
(**NEW**)

18

18

Business and Industry Expansion

Key sectors for expanded work-based learning include:

- Advanced Manufacturing & Engineering
- Healthcare
- IT & Cybersecurity
- Construction & Skilled Trades
- Transportation & Automotive
- Biotechnology & Life Sciences
- Business & Finance
- Hospitality & Culinary

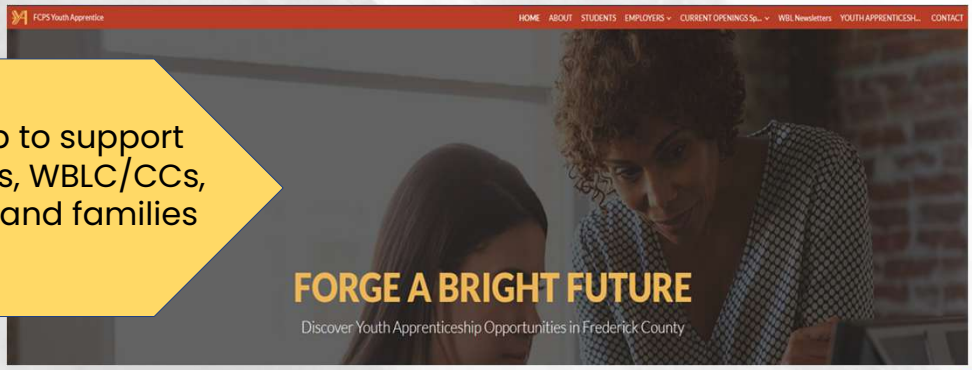
19

19

Dedicated FCPS Apprenticeship Site

FCPS Youth Apprenticeship Site

One stop to support employers, WBLC/CCs, students and families



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Request to Add an Agenda Item

Board of Education

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

Clear Form

Form # BOE-F01
September 2023

Topic: Presentation by CTE Staff on FCPS Youth Apprentice Program

Policy: Policy 405

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"?

Recommended Action (Information, Discussion, Action):
Information, Discussion - 2nd Quarter 2026 (May/June) Work Session or Business Session. Korbin Shoemaker & Michael Brown shared that data would be available late 2nd Quarter.

Submitted by: Dean Rose **Date Submitted:** 12/30/2025

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

1. Karen Yoho
2. Rae Gallagher

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.08 Carroll Creek Montessori Public Charter School, Frederick Classical Charter School, & Sabillasville Environmental School Charter School Agreements
Type	Information, Discussion, Action
Suggested Action	Board approval of CCMPCS, FCCS, & SAES Charter School Agreements
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:
Approval of charter school agreements.

PROCESS STATEMENT:
Review and approval of charter school agreements for Carroll Creek Montessori Public Charter School, Frederick Classical Charter School, & Sabillasville Environmental School.

PRESENTER(S) & TITLE(S):
Steven N. Blivess, Esq., Chief Legal Counsel

SUBMITTED BY:
Steven N. Blivess, Esq., Chief Legal Counsel

ATTACHMENT(S):
2026.06.24 CCM Charter Agreement 2026-2034 (FINAL3).pdf
2026.06.24 FCCS Charter Agreement 2026-2032 (FINAL).pdf
2026.06.24 SES Charter Agreement 2026-2030 (FINAL).pdf

CHARTER

THIS Charter dated _____ is hereby established and between the Board of Education of Frederick County, Maryland (hereinafter, the 'Board") and the Monocacy Montessori Communities, Inc. (hereinafter, "MMCI"), collectively referred to as "the Parties."

ACKNOWLEDGEMENTS

WHEREAS, the Board believes in offering and supporting educational systems designed to provide success for every student, delivered through a variety of innovative programs designed to meet the needs of a diverse student body; and

WHEREAS, the Maryland Legislature has enacted Title 9 of the Educational Article of the Annotated Code of Maryland ("Title 9") known as the Maryland Public Charter School Program; and

WHEREAS, pursuant to Title 9, the Board is authorized to approve and issue a Charter to establish and operate a Charter school; and

WHEREAS, on September 8, 2010, the Board approved the Charter application submitted by MMCI as amended and with conditions stipulated (hereinafter referred to as the "Application") to operate the Carroll Creek Montessori Public Charter School (hereinafter "CCMPCS" or the "School"); and

WHEREAS, the original Charter agreement approved by the Board was for a term of four (4) years from July 1, 2012 to June 30, 2016; and

WHEREAS, on December 16, 2015, the Board approved a renewal of the Charter for an additional four (4) years; and

WHEREAS, on December 11, 2019 the Board approved a renewal of the Charter for an additional five (5) years; and

WHEREAS, on February 22, 2025, the Board approved a renewal of the Charter for an additional nine (9) years; and

WHEREAS, this Charter and the Application govern and describe MMCI's operation of the School that has been authorized by the Board, and the Board's supervision of the School pursuant to Title 9.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the Parties, the Parties hereby covenant and agree as follows:

I. ESTABLISHMENT OF SCHOOL AND CHARTER

A. CHARTER

A Charter is hereby authorized and granted to MMCI on behalf of and solely for the benefit of the MMCI as an education corporation incorporated in the State of Maryland which,

pursuant thereto, will be authorized to establish, organize, and operate the School, to be known as "Carroll Creek Montessori Public Charter School", in accordance with Title 9 of the Education Article of the Annotated Code of Maryland and the terms and conditions of the Charter.

B. TERM

1. The term of the contract is valid upon all parties signing and for School operation commencing July 1, 2026, and expiring on June 30, 2034, subject to meeting the terms and conditions as outlined herein and per Board Policy 440, FCPS Regulation 440-01, and Maryland law.

2. MMCI may request an extension of the term of the contract, which the Board will review and vote on accordingly.

C. RENEWAL

No later than March 1 of the year prior to the Charter expiring (*i.e.*, March 1, 2033), the MMCI Governing Board must submit written notice of its intent to renew its contract. The Board and MMCI recognize that the interests of the students are best served by maintaining a stable learning environment and, therefore, the Board and MMCI shall apply their best efforts toward such a renewal and shall conduct the renewal process in good faith and in accordance with criteria outlined in Board Policy 440 and FCPS Regulation 440-01.

D. REVOCATION

1. MMCI's and the School's performance shall be evaluated in accordance with the performance standards set forth in its Application, Board Policy and this Agreement.

2. The Board will give MMCI ample and reasonable notice in writing of and opportunity to remediate issues prior to revocation of the Charter in accordance with guidelines outlined in Board Policy 440 and FCPS Regulation 440-01.

E. PROBATION AND REMEDIES

The Board may place CCMPCS on probationary status to allow the implementation of a remedial plan, and in accordance with guidelines as outlined in Board Policy 440 and FCPS Regulation 440-01, prior to the determination to revoke the charter.

F. TERMS AND CONDITIONS OF APPLICATION

The Parties hereto expressly agree that the Application, and any amendments thereto, sets forth the overall goals, standards, and general operational policies of MMCI and the School.

II. OPERATION OF THE SCHOOL

A. ADMISSION / TARGET – STUDENT POPULATION

1. A public charter school is chosen by parents for their children and is open to all students residing in Frederick County and any others as allowed by Title 9 of the Educational Article, who are eligible for kindergarten through eighth grade for a maximum enrollment of 270 students, as physical space allows and can accommodate, as well as an additional 60 pre-kindergarten students.

2. It is an expectation that a public charter school will recruit and target all segments of the community in order for the student population to be as representative of the overall FCPS student population as possible. Except as otherwise allowable by law, the public charter school may not deny admission based on illegal discriminatory factors such as race, gender, ethnicity, religious preference, socio-economic conditions or disability, or sexual orientation. MMCI shall report to the Board on the composition of its student population annually.

3. The process for admission shall be in full compliance with Board Policy 440 and FCPS Regulation 440-01.

4. A random selection process must be used if the number of qualified applicants exceeds the predetermined student capacity in the public charter school. The Chief of Schools or their designee provides oversight to the process to assure adherence to federal and state law, Board Policy 440, and FCPS Regulation 440-01.

5. A public charter school may give greater weight to a student's lottery status if the student is:

    a. Eligible for free and reduced-price meals;

    b. A student with disabilities;

    c. A student with limited English proficiency

    d. Homeless, as defined under the federal McKinney-Vento Homeless Assistance Act; or

    e. The sibling of a student currently enrolled in the School for which the sibling is applying.

6. Enrollment preferences are permitted for children of employees of the charter school, provided the total number of students does not exceed 10% of the total student population. A student enrolled as the child of an employee may remain at the School if the employee departs the School at any time for so long as the parent wishes, provided that the student remains eligible to attend school in Frederick County.

7. The School may give priority to the sibling of any student admitted through the lottery process or a currently enrolled student for any spaces in the School that become available during the school year.

B. CURRICULUM

1. The curriculum established by the CCMPCS shall be consistent with that set forth in the Application.

2. CCMPCS shall have the right to make reasonable modifications to such curriculum to permit the school to meet its educational goals and student achievement standards. However, such modifications shall not be, either individually or cumulatively, of such a nature or degree as to cause the approved curricula as set forth in the Application to no longer be in operation. The approved curricula shall not be abandoned or substantially modified, and additional curricula shall not be adopted or implemented, without the prior written approval of the Board.

3. Curriculum development is based on the Montessori Scope and Sequence and supplemented by FCPS Essential Curriculum.

4. Charter School proficiency and advanced percentages, at the assessed grade levels, will meet or exceed Frederick County proficiency and advanced percentages at the corresponding grade levels in the aggregate on the approved State Assessment Program.

5. CCMPCS shall develop and implement curriculum designed to provide all students with strong language skills in both English and Spanish, based on the outcomes assessed through a research based instrument that is mutually agreed upon by CCMPCS leadership and FCPS assessment for Spanish at the respective grade levels, and designed for students to reach a level of Spanish-language mastery commensurate with the number of years of Spanish coursework taken at CCMPCS, up to the equivalency of Spanish II. If no agreement can be reached FCPS will determine the appropriate assessment.

C. LENGTH OF DAY

The length of the student day will be substantially similar to other Frederick County public schools within minimum required hours and in compliance with Maryland law. MMCI and the School will determine the specific bell schedule to be utilized within the student day.

D. SPECIAL POPULATIONS

1. MMCI agrees to receive its special education services at CCMPCS as an “in kind” service.

2. MMCI will work closely with the FCPS Special Education Department to ensure that students with Individualized Education Programs (IEPs) or 504 Plans receive continuing support as delineated in their plans while attending CCMPCS. The parents and staff of the School will also identify any students who may be in need of evaluation and seek appropriate support through the Student Services Team (SST) process.

3. The principal will ensure that all IEPs and 504 Plans are fully implemented.

4. FCPS will be responsible for assigning staff necessary to provide all identified services. FCPS staff will confer with the principal on the assignment of Special Education personnel to the School.

E. FACILITIES

1. MMCI shall be responsible for providing a facility for the school. The School may be located in space provided on a private site, in a non-school system public building or in any other suitable location that meets local and state building codes and land use or other regulations. MMCI may own, lease, or rent its space. Regardless of whether the facility is owned, leased, or rented by MMCI, MMCI shall be responsible for managing all costs associated with the construction, maintenance, and upkeep for the facility. MMCI may allocate funds from the per-pupil allocation under Section V of this Charter to cover part or all of the costs.

2. The Board may disapprove of a proposed location for the charter school only if it determines that the building and grounds are unsafe, inadequate or insufficient to meet the academic and instructional program requirements necessary for a public charter school. Policies and regulations related to health and safety may not be waived.

3. The Board may provide access to a facility under its jurisdiction, as well as surplus equipment, furnishing, and educational materials pursuant to Md. Code Ann., Educ. § 9-109.

4. If the School moves to a different location during the terms of this Agreement, or during any renewal period, MMCI shall notify the Board in writing of its proposed relocation at least ninety (90) days prior to the proposed relocation. MMCI shall provide evidence that the facility meets applicable health, safety, and fire code requirements and is of sufficient size to safely house anticipated enrollment. In the event of a need to relocate the School on a temporary basis due to unforeseen circumstances, the Board will provide support to assist with relocation efforts.

5. MMCI will provide evidence of appropriate property and casualty insurance once the property has been purchased, leased, or rented. The procured insurance shall name the Board, the Board members, and FCPS and its employees, including the Superintendent, as named additional insured.

6. The School facility is subject to public access requirements set forth in FCPS Regulation 203-01, *Rental of School Facilities*.

7. The parties agree that this term and condition may be subject to further negotiation in the event Maryland law or the State Board of Education issues a ruling which permits a charter school to use its facilities at its discretion.

F. TRANSPORTATION OF STUDENTS

1. Transportation shall be the responsibility of School families except for those special education students with transportation on their IEPs or students subject to the McKinney-Vento Homelessness Assistance Act.

2. If CCMPCS subsequently determines to provide transportation during the term of this Charter, it may contract with an approved provider or provide services directly for transportation within provisions allowable under the negotiated agreement between FCPS and the Frederick Association of School Support Employees (FASSE) and in compliance with laws and regulations governing transportation of public school students.

G. STUDENT HEALTH SERVICES

Student Health Services will be provided in accordance with the Memorandum of Agreement between Frederick County Public Schools and Frederick County Government dated December 10, 2024 (the "SHS MOA"). The obligations under the SHS MOA shall apply equally to the Charter. A copy of the SHS MOA has been provided to CCMPCS and the School administrator; any updates or amendment to the SHS MOA will be provided to CCMPCS and the School administrator within ten (10) working days of its execution.

H. THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

I. STUDENT RECORDS

MMCI and the School will (1) use the FCPS established procedures for student record keeping, including daily student attendance taken electronically consistent with State attendance reporting requirements, (2) will follow FCPS regulations regarding attendance requirements, withdrawals, etc., and (3) will make use of the FCPS student information system. All FCPS student records and forms will be used to ensure consistency throughout the county with some allowances for changes in report cards.

J. REGULATIONS/LEGAL

MMCI and the School shall comply with the provisions of state and federal law and regulation governing other public schools pursuant to Md. Code Ann., Educ. § 9-106. MMCI shall comply with all Board policies and regulations not in conflict with or pre-empted by this Charter, unless otherwise waived.

K. PERSONNEL

1. The Board recognizes that MMCI wishes to have the greatest degree of autonomy in staffing, without being in conflict with state law or collective bargaining agreements, to better fulfill its mission.

2. School staff, including administrators, teachers, and support professionals are FCPS employees and as such are afforded all rights as outlined in Md. Code Ann., Educ. § 9-108, in Board of Education policies and FCPS regulations, and in the respective collective bargaining agreements with the Frederick County Teachers Association (FCTA), the Frederick County Administrative and Supervisory Association (FCASA), and Frederick Association of School Support Employees (FASSE). A copy of the negotiated agreements are available at: https://www.fcps.org/staff/labor_relations_salary/negotiated_agreements.

3. Hiring

   a. The Parties intention is to confer on the hiring of all School personnel, including ensuring CCMPCS' participation in the recruitment, interview, and selection of candidates for positions at the School, subject to any limitations in any applicable collective bargaining agreement and the MMCI Hiring Policy.

   b. All staff shall be hired in accordance with the standard FCPS Human Resources business practices. Specifically, staff will be selected by the School from the pool of qualified candidates provided to the School by FCPS Human Resources to fill any vacancy.

   c. When posting a vacancy for a Montessori classroom teacher at CCMPCS, FCPS Human Resources will include the following statement in the position posting: "Montessori certification preferred but not required. A selected candidate without a Montessori certification must be willing to begin the certification process within two school years." Any postings for special area teachers will not contain language regarding "Montessori certification preferred but not required."

   d. The School principal, in collaboration with the Governing Council ("GC"), shall be responsible for selecting an interview panel, conducting the candidate interviews, and selecting a candidate for the position with all necessary support from FCPS Human Resources in collaboration with the staffing chairperson from the GC or another designated parent representative. All interview panelists, including any GC or CCMPCS representatives, shall sign the confidentiality agreement required by FCPS Human Resources of all interview panelists. The final decision on the selection of a candidate shall rest with the School principal.

   e. The School principal shall serve as the instructional and operational leader of the School and shall be responsible for the day-to-day administration of the School,

including the implementation of the educational program, supervision of staff, and implementation of policies adopted by the GC.

f. The School administrators will be selected by the Superintendent for recommendation to the Board with representatives from MMCI participating on the interview panel and in making a recommendation to the Superintendent.

g. The selected principal, assistant principal, teachers, instructional assistants, paraprofessionals, and any other educational staff will meet the appropriate certification or licensure requirements as identified by the Maryland State Department of Education ("MSDE").

h. Nothing in this Charter Agreement shall be construed to abridge the Superintendent's right pursuant to Md. Code Ann., Educ. § 6-201(b)(2) to transfer personnel as the needs of the schools require. However, such assignments and transfers shall be made in a manner that respects the charter school's autonomy, mission, educational program, and staffing needs as provided under Maryland charter school law and this Charter Agreement. Consistent with that commitment, before assigning an employee to the School or transferring an employee from the School, the Superintendent will, as early as reasonably possible upon identification of a possible assignment or transfer impacting the Charter School, consult with the FCPS School Administration & Instruction Leadership Director assigned to the School and with the FCPS Charter School Liaison to consider the impact on the School's educational program.

i. Except in extenuating circumstances, all Montessori classroom teachers (but not including special area teachers) shall be Montessori-certified for the appropriate age group through a program accredited by the Montessori Accreditation Council for Teacher Education (MACTE), have an MSDE-issued Montessori Professional License (MPL), or shall earn such certification or licensure within two (2) school years of being hired as a teacher at the School. The School principal shall be certified or licensed as a Montessori teacher at the time of hire with the School or shall earn a Montessori Administrator certification through an approved provider within four (4) school years of being hired as the School principal.

j. All other staff are not required to have Montessori training, but it is preferred.

4. Evaluation

a. Staff shall be observed and evaluated consistent with FCPS procedures in the same manner used for other FCPS personnel holding similar positions and consistent with applicable requirements of law and the collective bargaining agreements.

b. The principal shall be responsible for evaluating School staff using evaluation forms addressing factors such as ability to adhere to the mission of the school, curricular content, pedagogical techniques, management approaches, professional development, and school culture described in the Application.

c. The FCPS instructional director will evaluate the principal with input regarding the principal's performance from MMCI through its Governing Board or its designee.

III. BOARD OF EDUCATION

The Board's duties and responsibilities include but are not limited to, the following:

1. Evaluation of performance and compliance with charter.

2. Determination annually of the funding allocation for the School consistent with Maryland law

3. Evaluation of and action upon any proposed amendments to this Charter.

4. Evaluation of and action upon renewal of this Charter prior to its expiration.

IV. MMCI

A. OPERATION

MMCI shall operate in accordance with its Articles of Incorporation and duly-constituted bylaws.

B. DUTIES AND RESPONSIBILITIES

MMCI's duties and responsibilities include, but are not limited to, the following:

1. Defining and safeguarding the mission, vision, and goals for the CCMPCS, in collaboration with the GC;

2. Developing a culture consistent with the mission and vision of the School in collaboration with parents, faculty, and staff;

3. Submitting charter renewal applications to the Board for approval;

4. Operating the School and the legal entity entering into this Charter agreement with the Board;

5. Approving Charter amendments, waiver requests, negotiated buy-back services, contracted services, and annual budgets for submission to the Board for approval;

6. Negotiating terms for use of facilities and all contracts related thereto;

7. Approves the School Annual Report for submission to the Board; and

8. Conducting an annual independent audit to submit to the Board, as required by law.

C. CCMPCS GOVERNING COUNCIL

1. There shall be constituted a standing committee of the corporation termed the Governing Council ("GC"), which is made up of parents and staff representatives and the School principal. The GC shall be the policy-development body of the School. The GC shall be organized and run as specified by the MMCI Bylaws.

2. The GC's duties and responsibilities will be, but are not limited to:

   a. Carrying responsibility for implementation of CCMPCS policy decisions and monitoring the operational decisions of the principal;

   b. Developing CCMPCS policies for the School, provided that a waiver is granted if a proposed policy conflicts with Board Policy or FCPS Regulation;

   c. Determining staffing levels and position posting supplemental requirements;

   d. Allocating the annual budget for the School, based on academic needs and goals and in compliance with the Education Article;

   e. Providing financial reports to the Corporation through the Treasurer, who will then provide periodic reports to the Board;

   f. Ensuring curriculum aligns with the Charter, the Charter Application, and State requirements, and monitoring its implementations;

   g. Submitting an Annual Report to MMCI;

   h. Proposing amendments to the Charter and presenting them to MMCI for approval and submission to the Board of Education;

   i. Appointing committees to support School operations, in accordance with the MMCI Bylaws and other supporting governing documents, and receiving regular committee reports;

   j. Developing a culture consistent with mission and vision of the school in collaboration with parents, faculty, and students;

   k. Providing input to the FCPS instructional director regarding expectations and overall evaluation of principal; and

   l. Negotiating and monitoring independent contracts, such as those for specific educational consultants or equipment leased through FCPS.

V. FISCAL MATTERS AND SERVICES

A. FUNDING

1. In accordance with Md. Code Ann., Educ. §§ 5-234 and 9-109, as further clarified in corresponding State Board rulings, the Board shall disburse to MMCI an amount of county, state, and federal money for elementary and middle school students that is commensurate with the amount disbursed to other public schools in the local jurisdiction.

2. MMCI may seek and receive other funds through local, state, or federal government sources and/or from private sources without a reduction in its annual commensurate allocation.

B. COMMENSURATE FUNDING

1. Commensurate funding will be provided in accordance with Code of Maryland Regulations (COMAR) 13A.02.13.

2. For purposes of Blueprint for Maryland's Future, funding allocations are based the enrollment groups identified in Table 1.

Table 1. Per Pupil Allocation Enrollment Groups

Funding Program	Enrollment Group
Foundation	Approved Charter enrollment in grades K – 12[1]
College and Career Readiness	Eligible 10th graders as provided by MSDE in the State Aid Calculation for the funding year
General Education Transportation	Students identified for foundation funding
Comparable Wage Index	Students identified for foundation funding
Compensatory Education	Number of students eligible for Free and Reduced Meals that were part of the September 30 enrollment count from the previous fiscal year
Multilingual Learners	Number of students identified as Multilingual Learners that were part of the September 30 enrollment count from the previous fiscal year
Transitional Supplemental Instruction	Eligible K – 2nd graders as provided by MSDE in the State Aid Calculation for the funding year
Public Prekindergarten	Eligible prekindergarten students as provided MSDE in the State Aid Calculation for the funding year
Unrestricted Operating Funds	Students identified for foundation funding

[1] The Parties acknowledge that "grades K-12" is a reference to the language used by the Blueprint for Maryland's Future to define the enrollment group. This is not intended to, nor does it, authorize MMCI or CCMCPS to enroll students in grades 9 through 12 as those grades are not authorized pursuant to paragraph II(A)(1) of this Agreement.

3. If a funding program is altered, added, or eliminated by the state legislature, the Charter school funding will be updated to match funding as described in legislation.

4. Operating budgets, matching the allocation, must be submitted to FCPS fiscal services no later than July 31st of the fiscal year to ensure compliance with Education Article § 5-234 (b)(2). Budget allocations and expenses must adhere to the minimum school funding allocation requirements as outlined in the Education Article § 5-234. FCPS shall provide an updated projected per pupil allocation (PPA) amount to the School within five (5) business days of the Frederick County Executive's proposed budget release and within five (5) business days of the Frederick County Council's budget approval, and a final PPA amount within ten (10) business days of the Board of Education's approval of the subsequent fiscal year budget.

5. In the event the Maryland State Board of Education adopts additional regulations or issues a decision or opinion, the Parties agree to meet within thirty (30) days of the operative date of the regulation or the date the decision (once final and no longer subject to further appeal) to review changes in commensurate funding calculations and finalize an amendment to the charter agreement, which amendment shall be in compliance with such regulations, decisions, or opinion.

6. If the Maryland State Department of Education issues funding guidance for regulations that impact the manner in which commensurate funding is calculated, the Parties agree to meet within thirty (30) days to determine how the guidance impacts the calculation of commensurate funding and whether an amendment to the charter agreement is required.

C. ENROLLMENT

1. Annual funding will be based upon the contractually agreed upon enrollment and provided on a per pupil basis for student enrollment up to a maximum of 270 students, as physical space allows and can accommodate.

2. Under enrollment as identified by the September 30 foundation funding enrollment count for students in kindergarten through eighth grades, may result in adjustments for all funding sources that use the foundation count for the current fiscal year. Charter schools will not receive funding for enrollments that exceed the charter enrollment.

3. The annual funding enrollment calculation described in Article V(C)(1) does not include sixty (60) prekindergarten students. Annual funding for prekindergarten students will be based upon the students identified as eligible for funding from the previous year.

D. ACCOUNTING

MMCI and CCMPCS must adhere to financial, programmatic, or compliance audits with the federal, state, and local laws and budget procedures and deadlines, including but not limited to, reporting requirements as outlined in Md. Code Ann., Educ. § 5-406 as part of

the minimum school funding requirements as defined in § 5-234. Except when the Charter uses the FCPS Enterprise Resource Planning (ERP) system for financial recordkeeping, the Charter shall provide monthly reports to the attention of the Associate Superintendent for Fiscal Services to ensure FCPS is able to meet all state-mandated reporting guidelines.

E. SERVICES

1. FCPS will provide services to the charter school for technology (except for Category 04 academic district-wide software contracts as described in accordance with Article V[E][2]), courier services, pupil personnel workers, and CASS workers. FCPS will also provide, as described in the Education Article, career coaches for middle school students. Services provided will be commensurate with traditional schools and follow the Board approved guidance.

2. Notwithstanding Article V(E)(1), FCPS shall provide MMCI, no later than October 31st of each year, with a written list of all available buy-back services and Category 04 academic district-wide contracts for the subsequent school year, including a description of each. With the written list, FCPS staff will provide the anticipated costs for the next fiscal year for each service and a reconciliation of the expenditures for each service for the prior year broken down by budgeted cost and actual cost. MMCI acknowledges that the costs of all services may change from year-to-year and any actual increase or decrease may not be known until the fourth quarter of the fiscal year.

3. MMCI shall notify FCPS by November 30th of its intent to negotiate permissible buy-back services for the subsequent school year, including opting out of services previously received, with those negotiations to be completed by December 31st of each year.

4. The terms of any negotiated buy-back services will be documented in a separate written agreement, which upon execution will be merged into this Charter Agreement as if it were originally incorporated herein.

F. INSURANCES

1. In the event MMCI determines it is in its best interests to procure services on the open market, instead of receiving them from the FCPS, FCPS reserves the right to demand that MMCI obtain a policy of insurance at MMCI's cost. This may include, but is not limited to, general liability insurance, educator's legal liability insurance, crime coverage, workers' compensation insurance, automotive liability insurance, and cyber-risk insurance.

2. The procured insurance shall name the Board, the Board members, FCPS, and its employees, including the Superintendent, as named additional insured.

3. Nothing in this section shall alter or waive any other requirement to obtain insurance described herein or at law.

G. INFORMATION SHARING

1. FCPS shall notify CCMPCS of its official enrollment number as of September 30 of each year by no later than October 31 of that year.

2. FCPS shall provide employee fringe benefits rate information to MMCI within ten (10) business days of the Board adopting a budget for the next fiscal year or by July 1st of each year, whichever date is earlier. FCPS shall make every reasonable effort to provide projected fringe benefits rates during the course of the annual budgeting process.

3. FCPS shall, by July 1st of each year, provide MMCI with a list of District-wide contracts for the subsequent fiscal year. For example, on July 1, 2027, FCPS shall provide a list of District-wide contracts for the 2028-2029 school year. FCPS shall also notify MMCI within ten (10) business days of District-wide contracts entered into after July 1st of each year for the subsequent fiscal year or earlier implementation.

4. FCPS shall provide MMCI with written notice of any proposed or adopted changes to Board Policy 440 and FCPS Regulation 440-01. FCPS shall provide MMCI with written notice when either of Board Policy 440 or FCPS Regulation 440-01 is under review or of any proposed or adopted changes to Board Policy 440 and FCPS Regulation 440-01.

VI. MISCELLANEOUS

A. WAIVER

No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

B. DISPUTES

1. The Parties agree that should a dispute arise in the interpretation or implementation of this Charter then they will seek resolution as outlined in Board policy and state law.

2. The requirements of paragraph VI(B)(1) notwithstanding, the Parties agree to an informal dispute resolution process during which authorized representatives of each Party shall meet and confer in good faith within ten (10) business days of written notice of the dispute. If the dispute is not resolved within sixty (60) days of such meeting, either Party may proceed with formal dispute resolution. The Parties acknowledge that this section includes disputes regarding in-kind and buy-back services under Section V(E).

C. MODIFICATION

1. This Charter can only be modified by a formal written instrument, executed by both Parties, and not by an act of the Parties.

2. MMCI reserves the right, at any time during the term of this Agreement, to request a modification of this Charter Agreement and to receive a determination of the request from the Board within one hundred and twenty (120) days, which may be appealed to the Maryland State Board of Education in accordance with Md. Code Ann., Educ. § 4-205(c)(3).

D. DISCLOSURE

The Parties hereby expressly certify that each party has had the opportunity for advice of counsel in the execution of this Charter. No representation of facts has been made by either party to the other except as herein expressly set forth; and this Charter contains the entire understanding of the Parties. There are no warranties, promises, covenants, or undertakings other than those expressly set forth herein.

E. SEVERANCE CLAUSE

If any of the provisions of this Charter are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

F. CONSTRUCTION

This charter shall be construed in accordance with the laws of the State of Maryland. This Agreement has been drafted and prepared by both parties and should not, in the event of a dispute, be interpreted as against one party or the other.

G. TITLES

The titles of each section and subsection are for clarity and organizational purposes only and are not to be considered to have legal effect.

H. MEMORIALIZATION OF INTENT/FUTURE RULINGS

It is the intent of MMCI to operate the School with the greatest degree of autonomy and freedom afforded under the Maryland state law, as to better fulfill its mission. In the event that changes to Maryland law, state edicts, State Board of Education opinions, or other rulings enable MMCI to operate with greater autonomy and freedom, no part of this contract shall be interpreted to mean that MMCI has negotiated away the ability to operate in accordance with future rulings that accord it additional latitude. MMCI and the Board shall have the right to operate in accordance with future rulings after they are issued.

I. DISCLAIMER OF LIABILITY

The Parties acknowledge that neither MMCI nor the School is acting as the agent of the Board, that the Board does not assume liability for any loss or injury resulting from the acts or omissions of MMCI or the School, its directors, trustees, agents, or employees, and that MMCI and the School do not assume liability for any loss or injury resulting from the

acts or omissions of the Board, its members, agents, or employees. MMCI acknowledges that it is without authority to extend the faith and credit of the Board to any third party. MMCI and the School shall clearly indicate to landlords that the obligations of MMCI and the School under agreement or contract are solely the responsibility of MMCI or the School and are not the responsibility of the Board.

J. EXECUTION

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party. This Agreement may be signed physically or electronically in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

K. ASSIGNMENT

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement, except as may be indicated in this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

As to these covenants and promises, the Parties hereto severally bind themselves, their successors, personal representatives, and assigns.

For Monocacy Montessori Communities, Inc.

Alfred Reyes Date
President

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared Alfred Reyes, who made acknowledgement on behalf of the **Board of Trustees of Monocacy Montessori Communities, Inc.**, and that she as such **President**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by himself as **President of the Board of Trustees of Monocacy Montessori Communities, Inc.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

For Board of Education of Frederick County

Roger Rose Date
President

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Roger Rose**, who made acknowledgement on behalf of the **Board of Education of Frederick County** and that he as such **President**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by himself as **President of the Board of Education of Frederick County.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

For Frederick County Public Schools

Dr. Cheryl L. Dyson Date
Superintendent

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Dr. Cheryl L. Dyson**, who made acknowledgement on behalf of the **Frederick County Public Schools** and that she as such **Superintendent**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by herself as **Superintendent of the Frederick County Public Schools.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

CHARTER

THIS Charter dated _____ is hereby established and between the Board of Education of Frederick County, Maryland (hereinafter, the "Board") and the Frederick Classical Charter School, Inc. (hereinafter, "FCCS Inc."), collectively referred to as "the Parties."

ACKNOWLEDGEMENTS

WHEREAS, the Board believes in offering and supporting educational systems designed to provide success for every student, delivered through a variety of innovative programs designed to meet the needs of a diverse student body; and

WHEREAS, the Maryland Legislature has enacted Title 9 of the Educational Article of the Annotated Code of Maryland ("Title 9") known as the Maryland Public Charter School Program; and

WHEREAS, pursuant to Title 9, the Board is authorized to approve and issue a Charter to establish and operate a Charter School; and

WHEREAS, on April 6, 2011, the Board approved the application submitted by FCCS Inc., as amended and with conditions stipulated (hereinafter referred to as the "Application") to operate the Frederick Classical Charter School, a public charter school (the "School") for a period of five (5) years; and

WHEREAS, on December 14, 2016, the Board approved renewal of the Charter for a period of eight (8) years, commencing on July 1, 2017; and

WHEREAS, on March 12, 2025, the Board approved the renewal of the Charter for an additional ten (10) years; and

WHEREAS, this Charter and the Application govern and describe FCCS Inc.'s operation of the School that has been authorized by the Board, and the Board's supervision of the School pursuant to Title 9; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the Parties, the Parties hereby covenant and agree as follows:

I. ESTABLISHMENT OF SCHOOL AND CHARTER

A. CHARTER

A Charter is hereby authorized and granted to FCCS Inc. on behalf of and solely for the benefit of the FCCS Inc. as an education corporation incorporated in the State of Maryland which, pursuant thereto, will be authorized to establish, organize, and operate the School, to be known as "Frederick Classical Charter School", in accordance with Title 9 of the Education Article of the Annotated Code of Maryland and the terms and conditions of the Charter.

B. TERM

1. The term of the contract is valid upon all parties signing and for School operation commencing, July 1, 2026 and expiring on June 30, 2035, subject to meeting the terms and conditions as outlined herein and per Board Policy 440, FCPS Regulation 440-01, and Maryland Law.

2. FCCS Inc. may request an extension of the term of the contract, which the Board will review and vote on accordingly.

C. RENEWAL

No later than March 1 of the year prior to the Charter expiring (*i.e.*, March 1, 2034), the FCCS Inc. Governing Board must submit written notice of its intent to renew its contract. The Board and FCCS Inc. recognize that the interests of the students are best served by maintaining a stable learning environment and, therefore, the Board and FCCS Inc. shall apply their best efforts toward such a renewal and shall conduct the renewal process in good faith and in accordance with criteria outlined in Board Policy 440 and FCPS Regulation 440-01.

D. REVOCATION

1. FCCS Inc.'s and the School's performance shall be evaluated in accordance with the performance standards set forth in its Application, Board Policy, and this Agreement.

2. The Board will give FCCS Inc. ample and reasonable notice in writing of and opportunity to remediate issues prior to revocation of the Charter, in accordance with guidelines outlines in Board Policy 440 and FCPS Regulation 440-01.

E. PROBATION AND REMEDIES

The Board may place FCCS Inc. on probationary status to allow the implementation of a remedial plan, and in accordance with guidelines as outlined in Board Policy 440 and FCPS Regulation 440-01, prior to the determination to revoke the Charter.

F. TERMS AND CONDITIONS OF APPLICATION

The Parties hereto expressly agree that the Application, and any amendments thereto, sets forth the overall goals, standards, and general operational policies of FCCS Inc. and the School.

II. OPERATION OF THE SCHOOL

A. ADMISSION / TARGET – STUDENT POPULATION

1. A public charter school is chosen by parents for their children and is open to all students residing in Frederick County and any others as allowed by Title 9 of the Educational Article, who are eligible for kindergarten through eighth grade for a maximum enrollment of 396, as physical space allows and can accommodate.

2. It is an expectation that a public charter school will recruit and target all segments of the community in order for the student population to be as representative of the overall FCPS student population as possible. Except as otherwise allowable by law, the public charter school may not deny admission based on illegal discriminatory factors such as race, gender, ethnicity, religious preference, socio-economic conditions, disability, or sexual orientation. FCCS Inc. shall report to the Board on the composition of its student population annually.

3. The process for admission shall be in full compliance with Board Policy 440 and FCPS Regulation 440-01.

4. A random selection process must be used if the number of qualified applicants exceeds the predetermined student capacity in the public charter school. The Chief of Schools or their designee provides oversight to the process to assure adherence to federal and state law, Board Policy 440, and FCPS Regulation 440-01.

5. A public charter school may give greater weight to a student's lottery status if the student is:

   a. Eligible for free and reduced-price meals;

   b. A student with disabilities;

   c. A student with limited English proficiency;

   d. Homeless, as defined under the federal McKinney-Vento Homeless Assistance Act; or

   e. The sibling of a student currently enrolled in the School for which the sibling is applying.

6. Enrollment preferences are permitted for children of employees assigned to the School, provided the total number of students does not exceed 10% of the total student population and the students are eligible to attend school in Frederick County. A student enrolled as the child of an employee may remain at the School if the employee departs the School at any time for so long as the parent wishes, provided that the student remains eligible to attend school in Frederick County.

7. The School may give priority to the sibling of a student admitted through the lottery process or a currently enrolled student for any spaces in the School that become available during the school year.

B. CURRICULUM

1. The curriculum established by FCCS Inc. shall be consistent with that set forth in the Application.

2. FCCS Inc. shall have the right to make reasonable modifications to such curriculum to permit the school to meet its educational goals and student achievement standards. However, such modifications shall not be, either individually or cumulatively, of such a nature or degree as to cause the approved curricula as set forth in the Application to no longer be in operation. The approved curricula shall not be abandoned or substantially modified, and additional curricula shall not be adopted or implemented, without the prior written approval of the Board. Recognizing that instructional staff must have reasonable flexibility to create, obtain, and use worksheets and similar classroom materials within the curriculum, School staff are expected to use instructional materials and tools that are consistent with the approved curriculum.

3. Curriculum development is based on the scope and sequence of the trivium as defined in the application and supplemented with cross-reference to the FCPS Essential Curriculum.

4. In accordance with Board Policy 440 and FCPS Regulation 440-01, FCCS Inc. must meet or exceed current school accountability provisions of the Board, Board-adopted goals and state regulations and statutes.

5. FCCS, INC. shall develop and implement curriculum designed to provide all students with strong language skills in both English and Spanish, based on the outcomes assessed through a research based instrument that is mutually agreed upon by FCCS, INC. leadership and FCPS assessment for Spanish at the respective grade levels, and designed for students to reach a level of Spanish-language mastery commensurate with the number of years of Spanish coursework taken at FCCS, INC., up to the equivalency of Spanish II. If no agreement can be reached FCPS will determine the appropriate assessment.

C. LENGTH OF DAY

The length of the student day will be substantially similar to other Frederick County public schools within minimum required hours and in compliance with Maryland law.

D. SPECIAL POPULATIONS

1. FCCS Inc. agrees to receive its special education services as an “in kind” service from FCPS.

2. FCCS Inc. will work closely with the FCPS Special Education Department to ensure that students with Individualized Education Programs (IEPs) or 504 Plans receive continuing support as delineated in their plans while attending the School. The parents and staff of the School will also identify any students who may be in need of evaluation and seek appropriate support through the Student Services Team (SST) process.

3. The principal will ensure that all IEPs and 504 Plans are fully implemented.

4. FCPS will be responsible for assigning staff necessary to provide all identified services. FCPS staff will confer with the principal on the assignment of Special Education personnel to the School.

E. FACILITIES

1. FCCS Inc. shall be responsible for providing a facility for the school. The School may be located in space provided on a private site, in a non-school system public building or in any other suitable location that meets local and state building codes and land use or other regulations. FCCS Inc. may own, lease, or rent its space. Regardless of whether the facility is owned, leased, or rented by FCCS Inc., FCCS Inc. shall be responsible for managing all costs associated with the construction, maintenance, and upkeep for the facility. FCCS Inc. may allocate funds from the per-pupil allocation under Section V of this Charter to cover part or all of the costs.

2. The Board may disapprove of a proposed location for the charter school only if it determines that the building and grounds are unsafe, inadequate, or insufficient to meet the academic and instructional program requirements necessary for a public charter school. Policies and regulations related to health and safety may not be waived.

3. The Board may provide access to a facility under its jurisdiction, as well as surplus equipment, furnishing, and educational materials pursuant to Md. Code Ann., Educ §9-109.

4. If the School moves to a different location during the term of this Agreement, or during any renewal period, FCCS Inc. shall notify the Board in writing of its proposed relocation at least ninety (90) days prior to the proposed relocation. FCCS Inc. shall provide evidence that the facility meets applicable health, safety, and fire code requirements and is of sufficient size to safely house anticipated enrollment. In the event of a need to relocate the School on a temporary basis due to unforeseen circumstances, the Board will provide support to assist with relocation efforts.

5. FCCS Inc. will provide evidence of appropriate property and casualty insurance once the property has been purchased, leased, or rented. The procured insurance shall name the Board, the Board members, and FCPS and its employees, including the Superintendent, as additional insured.

6. The School facility is subject to public access requirements set forth in FCPS Regulation 203-01, *Rental of School Facilities*.

7. The parties agree that this term and condition may be subject to further negotiation in the event Maryland law or the State Board of Education issues a ruling which permits a charter school to use its facilities at its discretion.

F. TRANSPORTATION OF STUDENTS

1. Transportation shall be the responsibility of School families except for Special Education students with transportation on their IEPs or students subject to the McKinney-Vento Homelessness Assistance Act.

2. If FCCS Inc. subsequently determines to provide transportation during the term of this Charter, it may contract with an approved provider, or provide services directly, for transportation services within provisions allowable under the negotiated agreement between FCPS and the Frederick Association of School Support Employees (FASSE) and in compliance with laws and regulations governing transportation of public school students.

G. STUDENT HEALTH SERVICES

Student Health Services will be provided in accordance with the Memorandum of Agreement between Frederick County Public Schools and Frederick County Government dated December 10, 2024 (the "SHS MOA"). The obligations under the SHS MOA shall apply equally to the Charter. A copy of the SHS MOA has been provided to FCCS, Inc. and the School administrator; any updates or amendment to the SHS MOA will be provided to FCCS, Inc. and the School administrator within ten (10) working days of its execution.

H. THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

I. STUDENT RECORDS

FCCS Inc. and the School (1) will use the FCPS established procedures for student record keeping, including electronic student attendance, (2) will follow FCPS regulations regarding attendance requirements, withdrawals, etc., and (3) will make use of the FCPS student information system. All FCPS student records and forms will be used to ensure consistency throughout the county with some allowances for changes in report cards.

J. REGULATIONS/LEGAL

FCCS Inc. and the School shall comply with the provisions of state and federal law and regulation governing other public schools pursuant to Md. Code Ann., Educ. § 9-106. FCCS Inc. shall comply with all Board policies and regulations not in conflict with or pre-empted by this Charter, or unless otherwise waived.

K. PERSONNEL

1. The Board recognizes that FCCS, Inc. wishes to have the greatest degree of autonomy in staffing without being in conflict with state law or collective bargaining agreements, to better fulfill its mission.

2. School staff, including administrators, teachers, and support professionals are FCPS employees and as such are afforded all rights as outlined in Md. Code Ann., Educ. § 9-108, in Board of Education policies and FCPS regulations, and in the respective collective bargaining agreements with the Frederick County Teachers Association (FCTA), the Frederick County Administrative and Supervisory Association (FCASA), and Frederick Association of School Support Employees (FASSE). Copies of the negotiated agreements are available at: https://www.fcps.org/staff/labor_relations_salary/negotiated_agreements.

3. Hiring

   a. The Parties intention is to confer on the hiring of all School personnel, including ensuring FCCS Inc.'s participation in the recruitment, interview, and selection of candidates for positions at the School, subject to any limitations in any applicable collective bargaining agreement and the FCCS Inc.'s Hiring Policy.

   b. All staff shall be hired in accordance with the standard FCPS Human Resources business practices. Specifically, staff will be selected by the School from the pool of qualified candidates provided to the School by FCPS Human Resources to fill any vacancy.

   c. This paragraph intentionally left blank.

   d. FCPS HR practices as applied at FCCS Inc. and the School are subject to ongoing negotiations. The parties agree to continue those negotiations and amend the Charter as may be appropriate upon conclusion of the negotiations.

   e. The School principal shall serve as the instructional and operational leader of the School and shall be responsible for the day-to-day administration of the School, including the implementation of the educational program, supervision of staff, and implementation of policies adopted by FCCS Inc.

   f. The School administrators will be selected by the Superintendent for recommendation to the Board with representatives from FCCS Inc. participating on the interview panel and in making a recommendation to the Superintendent.

   g. The selected principal, assistant principal, teachers, instructional assistants, paraprofessionals, and any other educational staff will meet the appropriate certification or licensure requirements as identified by the Maryland State Department of Education ("MSDE").

h. Nothing in this Charter Agreement shall be construed to abridge the Superintendent's right pursuant to Md. Code Ann., Educ. § 6-201(b)(2) to transfer personnel as the needs of the schools require. However, such assignments and transfers shall be made in a manner that respects the charter school's autonomy, mission, educational program, and staffing needs as provided under Maryland charter school law and this Charter Agreement. Consistent with that commitment, before assigning an employee to the School or transferring an employee from the School, the Superintendent will, as early as reasonably possible upon identification of a possible assignment or transfer impacting the Charter School, consult with the FCPS School Administration & Instructional Leadership Director assigned to the School and with the FCPS Charter School Liaison to consider the impact on the School's educational program.

4. Evaluation

a. Staff shall be observed and evaluated consistent with FCPS procedures in the same manner used for other FCPS personnel holding similar positions and consistent with applicable requirements of law and the collective bargaining agreements.

b. The principal shall be responsible for evaluating School staff using evaluation forms addressing factors such as ability to adhere to the mission of the school, curricular content, pedagogical techniques, management approaches, professional development, and school culture described in the Application.

c. The FCPS instructional director will evaluate the principal with input regarding the principal's performance from FCCS Inc., through its Governing Board or its designee

III. BOARD OF EDUCATION

The Board's duties and responsibilities include but are not limited to, the following:

1. Evaluation of performance and compliance with charter.

2. Determination annually of the funding allocation for the School consistent with Maryland law

3. Evaluation of and action upon any proposed amendments to this Charter.

4. Evaluation of and action upon renewal of this Charter prior to its expiration.

IV. FCCS INC.

A. OPERATION

FCCS Inc., shall operate in accordance with its Articles of Incorporation and duly constituted bylaws.

B. DUTIES AND RESPONSIBILITIES

FCCS Inc.'s duties and responsibilities include, but are not limited to, the following:

1. Defining the mission, vision, and goals for the School;

2. Developing a culture consistent with mission and vision of School in collaboration with parents, faculty, and students;

3. Submitting charter renewal applications to the Board for approval;

4. Operating the School and the legal entity entering into this Charter agreement with the Board;

5. Approving Charter amendments, waiver requests, negotiated buy-back services, contracted services, and annual budgets for submission to the Board for approval;

6. Negotiating terms for use of facilities and all contracts related thereto;

7. Approving the School Annual Report for submission to the Board;

8. Conducting an annual independent audit to submit to the Board, as required by law.

9. Carrying responsibility for FCCS Inc. policy decisions and monitoring the operational decisions of the principal;

10. Determining FCCS Inc.'s policies provided that a waiver is granted if a proposed policy conflicts with Board Policy or FCPS Regulation;

11. Determining staffing levels;

12. Allocating the annual budget for the School based on academic needs and goals and in compliance with the Education Article;

13. Providing financial reports to the FCCS Inc. Governing Board through the treasurer, who will then provide periodic reports to the Board;

14. Determining curriculum and monitoring its implementation;

15. Appointing committees to support School operations, in accordance with the FCCS Inc. Bylaws and other supporting governing documents, and receiving regular committee reports; and

16. Providing input to the FCPS instructional director regarding expectations and overall evaluation of the principal.

V. FISCAL MATTERS AND SERVICES

A. FUNDING

1. In accordance with Md. Code Ann., Educ. §5-234 and §9-109, as further clarified in corresponding State Board rulings, the Board shall disburse to FCCS, Inc. an amount of county, state, and federal money for elementary and middle school students that is commensurate with the amount disbursed to other public schools in the local jurisdiction.

2. FCCS, Inc. may seek and receive other funds through local, state, or federal government sources and/or from private sources without a reduction in its annual commensurate allocation.

B. COMMENSURATE FUNDING

1. Commensurate funding will be provided in accordance with Code of Maryland Regulations (COMAR) 13A.02.13.

2. For purposes of Blueprint for Maryland's Future, funding allocations are based the enrollment groups identified in Table 1.

Table 1. Per Pupil Allocation Enrollment Groups

Funding Program	Enrollment Group
Foundation	Approved Charter enrollment in grades K – 12[1]
College and Career Readiness	Eligible 10th graders as provided by MSDE in the State Aid Calculation for the funding year
General Education Transportation	Students identified for foundation funding
Comparable Wage Index	Students identified for foundation funding
Compensatory Education	Number of students eligible for Free and Reduced Meals that were part of the September 30 enrollment count from the previous fiscal year
Multilingual Learners	Number of students identified as Multilingual Learners that were part of the September 30 enrollment count from the previous fiscal year
Transitional Supplemental Instruction	Eligible K – 2nd graders as provided by MSDE in the State Aid Calculation for the funding year

[1] The Parties acknowledge that "grades K-12" is a reference to the language used by the Blueprint for Maryland's Future to define the enrollment group. This is not intended to, nor does it, authorize FCCS, Inc. to enroll students in grades 9 through 12 as those grades are not authorized pursuant to paragraph II(A)(1) of this Agreement.

Funding Program	Enrollment Group
Public Prekindergarten	Eligible prekindergarten students as provided MSDE in the State Aid Calculation for the funding year
Unrestricted Operating Funds	Students identified for foundation funding

3. If a funding program is altered, added, or eliminated by the state legislature, the Charter school funding will be updated to match funding as described in legislation.

4. Operating budgets, matching the allocation, must be submitted to FCPS fiscal services no later than July 31st of the fiscal year to ensure compliance with Education Article §5-234 (b)(2). Budget allocations and expenses must adhere to the minimum school funding allocation requirements as outlined in the Education Article §5-234.FCPS shall provide an updated projected per pupil allocation (PPA) amount to the School within five (5) business days of the Frederick County Executive's proposed budget release and within five (5) business days of the Frederick County Council's budget approval, and a final PPA amount within ten (10) business days of the Board of Education's approval of the subsequent fiscal year budget.

5. In the event the Maryland State Board of Education adopts additional regulations or issues a decision, opinion, the Parties agree to meet within thirty (30) days of the operative date of the regulation, or the date the decision (once final and no longer subject to further appeal) to review changes in commensurate funding calculations and finalize an amendment to the charter agreement, which amendment shall be in compliance with such regulations, decisions, or opinion.

6. If the Maryland State Department of Education issues funding guidance for regulations that impact the manner in which commensurate funding is calculated, the Parties agree to meet within thirty (30) days to determine how the guidance impacts the calculation of commensurate funding and whether an amendment to the charter agreement is required.

C. ENROLLMENT

1. Annual funding will be based upon the contractually agreed upon enrollment and provided on a per pupil basis for student enrollment up to a maximum of 396 students, as physical space allows and can accommodate.

2. Under enrollment as identified by the September 30 foundation funding enrollment count for students in kindergarten through eighth grades may result in adjustments for all funding sources that use the foundation count for the current fiscal year. Charter schools will not receive funding for enrollments that exceed the charter enrollment.

D. ACCOUNTING

FCCS Inc. must adhere to financial, programmatic, or compliance audits with the federal,

state, and local laws and budget procedures and deadlines, including but not limited to, reporting requirements as outlined in Md. Code Ann., Educ. § 5-406 as part of the minimum school funding requirements as defined in § 5-234. Except when the Charter uses the FCPS Enterprise Resource Planning (ERP) system for financial recordkeeping, the Charter shall provide monthly reports to the attention of the Associate Superintendent for Fiscal Services to ensure FCPS is able to meet all state-mandated reporting guidelines.

E. SERVICES

1. FCPS will provide services to the charter school for technology (except for Category 04 academic district-wide software contracts as described in accordance with Article VE2[E][2]), courier services, pupil personnel workers, and CASS workers. FCPS will also provide, as described in the Education Article, career coaches for middle school students. Services provided will be commensurate with traditional schools and follow the Board approved guidance.

2. Notwithstanding Article V(E)(1), FCPS shall provide FCCS, Inc., no later than October 31st of each year, with a written list of all available buy-back services and Category 04 academic district-wide contracts for the subsequent school year, including a description of each. With the written list, FCPS staff will provide the anticipated costs for the next fiscal year for each service and a reconciliation of the expenditures for each service for the prior year broken down by budgeted cost and actual cost. FCCS, Inc. acknowledges that the costs of all services may change from year-to-year and any actual increase or decrease may not be known until the fourth quarter of the fiscal year.

3. FCCS, Inc. shall notify FCPS by November 30th of its intent to negotiate permissible buy-back services for the subsequent school year, including opting out of services previously received, with those negotiations to be completed by December 31st of each year.

4. The terms of any negotiated buy-back services will be documented in a separate written agreement, which upon execution will be merged into this Charter Agreement as if it were originally incorporated herein.

F. INSURANCES

1. In the event FCCS, Inc. determines it is in its best interests to procure services on the open market, instead of receiving them from the FCPS, FCPS reserves the right to demand that FCCS, Inc. obtain a policy of insurance at FCCS, Inc.'s cost. This may include, but is not limited to, general liability insurance, educator's legal liability insurance, crime coverage, workers' compensation insurance, automotive liability insurance, and cyber-risk insurance.

2. The procured insurance shall name the Board, the Board members, FCPS, and its employees, including the Superintendent, as named additional insured.

3. Nothing in this section shall alter or waive any other requirement to obtain insurance described herein or at law.

G. INFORMATION SHARING

1. FCPS shall notify FCCS, Inc. of its official enrollment number as of September 30 of each year by no later than October 31 of that year.

2. FCPS shall provide employee fringe benefits rate information to FCCS, Inc. within ten (10) business days of the Board adopting a budget for the next fiscal year or by July 1st of each year, whichever date is earlier. FCPS shall make every reasonable effort to provide projected fringe benefits rates during the course of the annual budgeting process.

3. FCPS shall, by July 1st of each year, provide FCCS, Inc. with a list of District-wide contracts for the subsequent fiscal year. For example, on July 1, 2027, FCPS shall provide a list of District-wide contracts for the 2028-2029 school year. FCPS shall also notify FCCS, Inc. within ten (10) business days of District-wide contracts entered into after July 1st of each year for the subsequent fiscal year or earlier implementation.

4. FCPS shall provide FCCS, Inc. with written notice when either of Board Policy 440 or FCPS Regulation 440-01 is under review or of any proposed or adopted changes to Board Policy 440 and FCPS Regulation 440-01.

5. In the event that a revision to an FCPS Regulation will significantly alter the FCCS, Inc. model, the parties agree to meet and confer to discuss the implementation of the regulation and whether a waiver of the regulation would be appropriate before the regulation takes effect.

VI. MISCELLANEOUS

A. WAIVER

No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

B. DISPUTES

1. The Parties agree that should a dispute arise in the interpretation or implementation of this Charter then they will seek resolution as outlined in Board policy and state law.

2. The requirements of paragraph VI(B)(1) notwithstanding, the Parties agree to an informal dispute resolution process during which authorized representatives of each Party shall meet and confer in good faith within ten (10) business days of written notice of the dispute. If the dispute is not resolved within sixty (60) days of such meeting, either Party may proceed with formal dispute resolution. The Parties acknowledge that

this section includes disputes regarding in-kind and buy-backs services under Section V(E).

C. MODIFICATION

1. This Charter can only be modified by a formal written instrument, executed by both Parties, and not by an act of the Parties.

2. FCCS, Inc. reserves the right, at any time during the term of this Agreement, to request a modification of this Charter Agreement and to receive a determination of the request from the Board within one hundred and twenty (120) days, which may be appealed to the Maryland State Board of Education in accordance with Md. Code Ann., Educ. § 4-205(c)(3).

D. DISCLOSURE

The Parties hereby expressly certify that each party has had the opportunity for advice of counsel in the execution of this Charter. No representation of facts has been made by either party to the other except as herein expressly set forth; and this Charter contains the entire understanding of the Parties. There are no warranties, promises, covenants, or undertakings other than those expressly set forth herein.

E. SEVERANCE CLAUSE

If any of the provisions of this Charter are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

F. CONSTRUCTION

This charter shall be construed in accordance with the laws of the State of Maryland. This Agreement has been drafted and prepared by both parties and should not, in the event of a dispute, be interpreted as against one party or the other.

G. TITLES

The titles of each section and subsection are for clarity and organizational purposes only and are not to be considered to have legal effect.

H. MEMORIALIZATION OF INTENT/FUTURE RULINGS

It is the intent of FCCS, Inc. to operate the School with the greatest degree of autonomy and freedom afforded under the Maryland state law, as to better fulfill its mission. In the event that changes to Maryland law, state edicts, State Board of Education opinions, or other rulings enable FCCS, Inc. to operate with greater autonomy and freedom, no part of this contract shall be interpreted to mean that FCCS, Inc. has negotiated away the ability to operate in accordance with future rulings that accord it additional latitude. FCCS, Inc.

and the Board shall have the right to operate in accordance with future rulings after they are issued.

I. DISCLAIMER OF LIABILITY

The Parties acknowledge that neither FCCS, Inc. nor the School is acting as the agent of the Board, that the Board does not assume liability for any loss or injury resulting from the acts or omissions of FCCS, Inc. or the School, its directors, trustees, agents, or employees, and that FCCS, Inc. and the School do not assume liability for any loss or injury resulting from the acts or omissions of the Board, its members, agents, or employees. FCCS, Inc. acknowledges that it is without authority to extend the faith and credit of the Board to any third party. FCCS, Inc. and the School shall clearly indicate to landlords that the obligations of FCCS, Inc. and the School under agreement or contract are solely the responsibility of FCCS, Inc. or the School and are not the responsibility of the Board.

J. EXECUTION

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party. This Agreement may be signed physically or electronically in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

K. ASSIGNMENT

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement, except as may be indicated in this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

As to these covenants and promises, the Parties hereto severally bind themselves, their successors, personal representatives, and assigns.

For Frederick Classical Charter School, Inc.

Robert Wells Date
President, Board of Trustees

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Robert Wells,** who made acknowledgement on behalf of the **Board of Trustees of Frederick Classical Charter School, Inc.**, and that he as such **President**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by himself as **President of the Board of Trustees of Frederick Classical Charter School, Inc.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

For Board of Education of Frederick County

Roger Rose Date
President

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Roger Rose**, who made acknowledgement on behalf of the **Board of Education of Frederick County** and that she as such **President**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by herself as **President of the Board of Education of Frederick County.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

For Frederick County Public Schools

Dr. Cheryl L. Dyson Date
Superintendent

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Dr. Cheryl L. Dyson**, who made acknowledgement on behalf of the **Frederick County Public Schools** and that she as such **Superintendent**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by herself as **Superintendent of the Frederick County Public Schools.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

CHARTER

THIS Charter dated _____ is hereby established and between the Board of Education of Frederick County, Maryland (hereinafter, the 'Board") and the Sabillasville Environmental School, Inc. (hereinafter, "SES"), collectively referred to as "the Parties."

ACKNOWLEDGEMENTS

WHEREAS, the Board believes in offering and supporting educational systems designed to provide success for every student, delivered through a variety of innovative programs designed to meet the needs of a diverse student body; and

WHEREAS, the Maryland Legislature has enacted Title 9 of the Education Article of the Annotated Code of Maryland ("Title 9") known as the Maryland Public Charter School Program; and

WHEREAS, pursuant to Title (, the Board is authorized to approve and issue a Charter to establish and operate a Charter school; and

WHEREAS, on November 22, 2021, the Board approved the conversion of Sabillasville Elementary School at the conclusion of the 2021-2022 school year in accordance with the processes for conversion of a traditional general education school into a charter school; and

WHEREAS, on December 8, 2021, the Board approved the application submitted by SES (hereinafter referred to as the "Application") to operate the Sabillasville Environmental School: A Classical Charter, a public charter school (the "School") for a period of three (3) years; and

WHEREAS, on March 26, 2025, the Board approved a renewal of the Charter for an additional five (5) years; and

WHEREAS, this Charter and the Application govern and describe SES's operation of the School that has been authorized by the Board, and the Board's supervision of the School pursuant to Title 9;

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the Parties, the Parties hereby covenant and agree as follows:

I. ESTABLISHMENT OF SCHOOL AND CHARTER

A. CHARTER

A Charter is hereby authorized and granted to SES on behalf of and solely for the benefit of SES as an education corporation incorporated in the State of Maryland which, pursuant thereto, will be authorized to establish, organize, and operate the School, to be known as "Sabillasville Environmental School: A Classical Charter", in accordance with Title 9 of the Education Article of the Annotated Code of Maryland and the terms and conditions of the Charter.

B. TERM

1. The term of the contract is valid upon all parties signing and for School operation commencing July 1, 2026, and expiring on June 30, 2030, subject to meeting the terms and conditions as outlined herein and per Board Policy 440, FCPS Regulation 440-01, and Maryland Law.

2. SES may request an extension of the term of the contract, which the Board will review and vote on accordingly.

C. RENEWAL

No later than March 1 of the year prior to the Charter expiring (*i.e.*, March 1, 2029), the SES Governing Board must submit written notice of its intent to renew its contract. The Board and SES recognize that the interests of the students are best served by maintaining a stable learning environment and, therefore, the Board and SES shall apply their best efforts toward such a renewal and shall conduct the renewal process in good faith and in accordance with criteria outlined in Board Policy 440 and FCPS Regulation 440-01.

D. REVOCATION

1. SES's and the School's performance shall be evaluated in accordance with the performance standards set forth in its Application, Board Policy, and this Agreement.

2. The Board will give SES ample and reasonable notice in writing of and opportunity to remediate issues prior to revocation of the Charter, in accordance with guidelines outlines in Board Policy 440 and FCPS Regulation 440-01.

E. PROBATION AND REMEDIES

The Board may place SES on probationary status to allow the implementation of a remedial plan, and in accordance with guidelines as outlined in Board Policy 440 and FCPS Regulation 440-01, prior to the determination to revoke the Charter.

F. TERMS AND CONDITIONS OF APPLICATION

The Parties hereto expressly agree that the Application, and any amendments thereto, sets forth the overall goals, standards, and general operational policies of SES and the School.

II. OPERATION OF THE SCHOOL

A. ADMISSION / TARGET – STUDENT POPULATION

1. A public charter school is chosen by parents for their children and is open to all students residing in Frederick County and any others as allowed by Title 9 of the Educational

Article, who are eligible for kindergarten through eighth grade for a maximum enrollment of 216 students, as physical space allows and can accommodate.

2. It is an expectation that a public charter school will recruit and target all segments of the community in order for the student population to be as representative of the overall FCPS student population as possible. Except as otherwise allowable by law, the public charter school may not deny admission based on illegal discriminatory factors such as race, gender, ethnicity, religious preference, socio-economic conditions, disability, or sexual orientation. SES shall report to the Board on the composition of its student population annually.

3. The process for admission shall be in full compliance with Board Policy 440 and FCPS Regulation 440-01.

4. A random selection process must be used if the number of qualified applicants exceeds the predetermined student capacity in the public charter school. The Chief of Schools or their designee provides oversight to the process to assure adherence to federal and state law, Board Policy 440, and FCPS Regulation 440-01.

5. A public charter school may give greater weight to a student's lottery status if the student is:

   a. Eligible for free and reduced-price meals;

   b. A student with disabilities;

   c. A student with limited English proficiency;

   d. Homeless, as defined under the federal McKinney-Vento Homeless Assistance Act; or

   e. The sibling of a student currently enrolled in the School for which the sibling is applying.

6. Enrollment preferences are permitted for children of employees of the charter school, provided the total number of students does not exceed 10% of the total student population. A student enrolled as the child of an employee may remain at the School if the employee departs the School at any time for so long as the parent wishes, provided that the student remains eligible to attend school in Frederick County.

7. The Charter School shall grant an admissions preference to applicants residing in the FCPS catchment for the former Sabillasville Elementary School attendance zone (the "Attendance Zone") up to 35 percent (35 %) of the new students enrolling in any year during the Term of the Charter.

8. Enrollment preferences are permitted for children of SES Board of Directors and SES founding members.

9. The School may give priority to the sibling of a student admitted through the lottery process or a currently enrolled student for any spaces in the School that become available during the school year.

B. CURRICULUM

1. The curriculum established by the SES shall be consistent with that set forth in the Application.

2. SES shall provide an educational program for enrolled students that shall advance students' proficiency in areas including mathematics, science, health, reading, language arts and social studies, appropriate to the grade levels of students included in the program. Provisions will also be made for physical education, music, art, and instructional technology within the educational program in accordance with state requirements. The educational program includes both a classical and environmental curriculum as more fully described in the Application.

3. Measurement of environmental learning will be through projects presented as part of the Environmental Expo held by the School every year. Projects will be teacher initiated and assess based on a developed rubric that aligns with environmental/agricultural curriculum and aligns with standards that cross content areas. Environmental Learning will be assessed through the Environmental block, activities and projects as part of the agricultural and environmental curriculum and standards.

4. SES shall have the right to make reasonable modifications to such curriculum to permit the School to meet its educational goals and student achievement standards. However, such modifications shall not be, either individually or cumulatively, of such a nature or degree as to cause the approved curricula as set forth in the Application to no longer be in operation. The approved curriculum shall not be abandoned or substantially modified without prior written approval of the Board. Additional curriculum shall not be adopted or implemented without prior written approval of the Board. Recognizing that instructional staff must have reasonable flexibility to create, obtain, and use worksheets and similar classroom materials within the curriculum, School staff are expected to use instructional materials and tools that are consistent with the approved curriculum.

5. Curriculum development is based on the scope and sequence of the trivium as defined in the application and supplemented with cross-reference to the FCPS Essential Curriculum.

6. In accordance with Board Policy 440 and FCPS Regulation 440-01, SES must meet or exceed current school accountability provisions of the Board, Board-adopted goals and state regulations and statutes.

C. LENGTH OF DAY

The length of the student day will be substantially similar to other Frederick County public schools within minimum required hours and in compliance with Maryland law.

D. SPECIAL POPULATIONS

1. SES agrees to receive its special education services as an "in kind" service from FCPS.

2. SES will work closely with the FCPS Special Education Department to ensure that students with Individualized Education Programs (IEPs) or 504 Plans receive continuing support as delineated in their plans while attending the School. The parents and staff of the School will also identify any students who may be in need of evaluation and seek appropriate support through the Student Services Team (SST) process.

3. The principal will ensure that all IEPs and 504 Plans are fully implemented.

4. FCPS will be responsible for assigning staff necessary to provide all identified services. FCPS staff will confer with the principal on the assignment of Special Education personnel to the School.

5. The Office of Special Education will review the SES lottery annually to determine whether any student selected through the lottery requires a special education environment/specialized program, or level of support that cannot be appropriately provided by SES. If the Office of Special Education determines that a student requires a special education environment/specialized program that cannot be provided by SES, the Office of Special Education will notify the student's parent or guardian.

E. FACILITIES

1. SES shall be responsible for providing a facility for the school. The School may be located in space provided on a private site, in a non-school system public building or in any other suitable location that meets local and state building codes and land use or other regulations. SES may own, lease, or rent its space. Regardless of whether the facility is owned, leased, or rented by SES, SES shall be responsible for managing all costs associated with the construction, maintenance, and upkeep for the facility. SES may allocate funds from the per-pupil allocation under Section V of this Charter to cover part or all of the costs.

2. The Board may disapprove of a proposed location for the charter school only if it determines that the building and grounds are unsafe, inadequate or insufficient to meet the academic and instructional program requirements necessary for a public charter school. Policies and regulations related to health and safety may not be waived.

3. The Board may provide access to a facility under its jurisdiction, as well as surplus equipment, furnishing, and educational materials pursuant to Md. Code Ann., Educ § 9-109.

4. If the School moves to a different location during the term of this Agreement, or during any renewal period, SES shall notify the Board in writing of its proposed relocation at least ninety (90) days prior to the proposed relocation. SES shall provide evidence that the facility meets applicable health, safety, and fire code requirements and is of sufficient size to safely house anticipated enrollment. In the event of a need to relocate the School on a temporary basis due to unforeseen circumstances, the Board will provide support to assist with relocation efforts.

5. SES will provide evidence of appropriate property and casualty insurance once the property has been purchased, leased, or rented. The procured insurance shall name the Board, the Board members, and FCPS and its employees, including the Superintendent, as additional insured.

6. The School facility is subject to public access requirements set forth in FCPS Regulation 203-01, *Rental of School Facilities*.

7. The parties agree that this term and condition may be subject to further negotiation in the event Maryland law or the State Board of Education issues a ruling which permits a charter school to use its facilities at its discretion.

F. TRANSPORTATION OF STUDENTS

1. Transportation shall be the responsibility of School families except for Special Education students with transportation on their IEPs or students subject to the McKinney-Vento Homelessness Assistance Act.

2. If SES subsequently determines to provide transportation during the term of this Charter, it may contract with an approved provider, or provide services directly, for transportation services within provisions allowable under the negotiated agreement between FCPS and the Frederick Association of School Support Employees (FASSE) and in compliance with laws and regulations governing transportation of public school students.

G. STUDENT HEALTH SERVICES

Student Health Services will be provided in accordance with the Memorandum of Agreement between Frederick County Public Schools and Frederick County Government dated December 10, 2024 (the "SHS MOA"). The obligations under the SHS MOA shall apply equally to the Charter. A copy of the SHS MOA has been provided to SES and the School administrator; any updates or amendment to the SHS MOA will be provided to CCMPCS and the School administrator within ten (10) working days of its execution.

H. FOOD AND NUTRITION SERVICES

The School will use the FCPS Food and Nutrition Services to serve breakfast and lunch to ensure compliance with National School Lunch and Breakfast programs.

I. STUDENT RECORDS

SES and the School will (1) use the FCPS established procedures for student record keeping, including electronic student attendance, (2) will follow FCPS regulations regarding attendance requirements, withdrawals, etc., and (3) will make use of the FCPS student information system. All FCPS student records and forms will be used to ensure consistency throughout the county with some allowances for changes in report cards.

J. REGULATIONS/LEGAL

SES and the School shall comply with the provisions of state and federal law and regulation governing other public schools pursuant to Md. Code Ann., Educ. § 9-106. SES shall comply with all Board policies and regulations not in conflict with or pre-empted by this Charter, or unless otherwise waived.

K. PERSONNEL

1. The Board recognizes that SES wishes to have the greatest degree of autonomy in staffing, without being in conflict with state law or collective bargaining agreements, to better fulfill its mission.

2. School staff, including administrators, teachers, and support professionals are FCPS employees and as such are afforded all rights as outlined in Md. Code Ann., Educ. § 9-108, in Board of Education policies and FCPS regulations, and in the respective collective bargaining agreements with the Frederick County Teachers Association (FCTA), the Frederick County Administrative and Supervisory Association (FCASA), and Frederick Association of School Support Employees (FASSE). Copies of the negotiated agreements are available at: https://www.fcps.org/staff/labor_relations_salary/negotiated_agreements.

3. Hiring

    a. The Parties intention is to confer on the hiring of all School personnel, including ensuring SES' participation in the recruitment, interview, and selection of candidates for positions at the School, subject to any limitations in any applicable collective bargaining agreement and the SES Hiring Policy.

    b. All staff shall be hired in accordance with the standard FCPS Human Resources business practices. Specifically, staff will be selected by the School from the pool of qualified candidates provided to the School by FCPS Human Resources to fill any vacancy.

c. This paragraph intentionally left blank.

d. The School principal shall be responsible for selecting an interview panel, conducting the candidate interviews, and selecting a candidate for the position with all necessary support from FCPS Human Resources. All interview panelists, including any SES representatives, shall sign the confidentiality agreement required by FCPS Human Resources of all interview panelists. The final decision on the selection of the candidate shall rest with the School principal.

e. The School principal shall serve as the instructional and operational leader of the School and shall be responsible for the day-to-day administration of the School, including the implementation of the educational program, supervision of staff, and implementation of policies adopted by SES.

f. The School administrators will be selected by the Superintendent for recommendation to the Board with representatives from SES participating on the interview panel and in making a recommendation to the Superintendent.

g. The selected principal, assistant principal, teachers, instructional assistants, paraprofessionals, and any other educational staff will meet the appropriate certification or licensure requirements as identified by the Maryland State Department of Education ("MSDE").

h. Nothing in this Charter Agreement shall be construed to abridge the Superintendent's right pursuant to Md. Code Ann., Educ. § 6-201(b)(2) to transfer personnel as the needs of the schools require. However, such assignments and transfers shall be made in a manner that respects the charter school's autonomy, mission, educational program, and staffing needs as provided under Maryland charter school law and this Charter Agreement. Consistent with that commitment, before assigning an employee to the School or transferring an employee from the School, the Superintendent will, as early as reasonably possible upon identification of a possible assignment or transfer impacting the Charter School, consult with the FCPS School Administration & Instructional Leadership Director assigned to the School and with the FCPS Charter School Liaison to consider the impact on the School's educational program.

4. Evaluation

a. Staff shall be observed and evaluated consistent with FCPS procedures in the same manner used for other FCPS personnel holding similar positions and consistent with applicable requirements of law and the collective bargaining agreements.

b. The principal shall be responsible for evaluating School staff using valuation forms addressing factors such as ability to adhere to the mission of the school, curricular

content, pedagogical techniques, management approaches, professional development, and school culture described in the Application.

c. The FCPS instructional director will evaluate the principal with input regarding the principal's performance from SES, through its Governing Board or its designee.

III. BOARD OF EDUCATION

The Board's duties and responsibilities include but are not limited to, the following:

1. Evaluation of performance and compliance with charter.

2. Determination annually of the funding allocation for the School consistent with Maryland law

3. Evaluation of and action upon any proposed amendments to this Charter.

4. Evaluation of and action upon renewal of this Charter prior to its expiration.

IV. SES

A. OPERATION

SES shall operate in accordance with its Articles of Incorporation and duly-constituted bylaws.

B. DUTIES AND RESPONSIBILITIES

SES's duties and responsibilities include, but are not limited to, the following:

1. Defining the mission, vision, and goals for the School;

2. Developing a culture consistent with mission and vision of the School in collaboration with parents, faculty, and students;

3. Submitting charter renewal applications to the Board for approval;

4. Operating the School and the legal entity entering into this Charter agreement with the Board;

5. Approving Charter amendments, waiver requests, negotiated buy-back services, contracted services, and annual budgets for submission to the Board for approval;

6. Negotiating terms for use of facilities and all contracts related thereto;

7. Approving the School Annual Report for submission to the Board;

8. Conducting an annual independent audit to submit to the Board, as required by law.

9. Carrying responsibility for SES policy decisions and monitoring the operational decisions of the principal;

10. Determining SES policies, provided that a waiver is granted if a proposed policy conflicts with Board Policy or FCPS Regulation;

11. Determining staffing levels;

12. Allocating the annual budget for the School~~,~~ based on academic needs and goals and in compliance with the Education Article;

13. Providing financial reports to the SES Governing Board through the treasurer, who will then provide periodic reports to the Board;

14. Determining curriculum and monitoring its implementation;

15. Appointing committees to support School operations, in accordance with the SES Bylaws and other supporting governing documents, and receiving regular committee reports; and

16. Providing input to the FCPS instructional director regarding expectations and overall evaluation of the principal.

V. FISCAL MATTERS AND SERVICES

A. FUNDING

1. In accordance with Md. Code Ann., Educ. §§ 5-234 and 9-109, as further clarified in corresponding State Board rulings, the Board shall disburse to SES an amount of county, state, and federal money for elementary and middle school students that is commensurate with the amount disbursed to other public schools in the local jurisdiction.

2. SES may seek and receive other funds through local, state, or federal government sources and/or from private sources without a reduction in its annual commensurate allocation.

3. To the extent any such funds remain, any unused per pupil allocation funds at the end of the fiscal year will be issued to SES at the conclusion of the annual fiscal audit (on or about October 31st), which will act as its own fiscal agent.

B. COMMENSURATE FUNDING

1. Commensurate funding will be provided in accordance with Code of Maryland Regulations (COMAR) 13A.02.13.

2. For purposes of Blueprint for Maryland's Future, funding allocations are based the enrollment groups identified in Table 1.

Table 1. Per Pupil Allocation Enrollment Groups

Funding Program	Enrollment Group
Foundation	Approved Charter enrollment in grades K – 12[1]
College and Career Readiness	Eligible 10th graders as provided by MSDE in the State Aid Calculation for the funding year
General Education Transportation	Students identified for foundation funding
Comparable Wage Index	Students identified for foundation funding
Compensatory Education	Number of students eligible for Free and Reduced Meals that were part of the September 30 enrollment count from the previous fiscal year
Multilingual Learners	Number of students identified as Multilingual Learners that were part of the September 30 enrollment count from the previous fiscal year
Transitional Supplemental Instruction	Eligible K – 2nd graders as provided by MSDE in the State Aid Calculation for the funding year
Public Prekindergarten	Eligible prekindergarten students as provided MSDE in the State Aid Calculation for the funding year
Unrestricted Operating Funds	Students identified for foundation funding

3. If a funding program is altered, added, or eliminated by the state legislature, the Charter school funding will be updated to match funding as described in legislation.

4. Operating budgets, matching the allocation, must be submitted to FCPS fiscal services no later than July 31st of the fiscal year to ensure compliance with Education Article § 5-234 (b)(2). Budget allocations and expenses must adhere to the minimum school funding allocation requirements as outlined in the Education Article § 5-234. FCPS shall provide an updated projected per pupil allocation (PPA) amount to the School within five (5) business days of the Frederick County Executive's proposed budget release and within five (5) business days of the Frederick County Council's budget

[1] The Parties acknowledge that "grades K-12" is a reference to the language used by the Blueprint for Maryland's Future to define the enrollment group. This is not intended to, nor does it, authorize SES to enroll students in grades 9 through 12 as those grades are not authorized pursuant to paragraph II(A)(1) of this Agreement.

approval, and a final PPA amount within ten (10) business days of the Board of Education's approval of the subsequent fiscal year budget.

5. In the event the Maryland State Board of Education adopts additional regulations or issues a decision, opinion, the Parties agree to meet within thirty (30) days of the operative date of the regulation, or the date the decision (once final and no longer subject to further appeal) to review changes in commensurate funding calculations and finalize an amendment to the charter agreement, which amendment shall be in compliance with such regulations, decisions, or opinion.

6. If the Maryland State Department of Education issues funding guidance for regulations that impact the manner in which commensurate funding is calculated, the Parties agree to meet within thirty (30) days to determine how the guidance impacts the calculation of commensurate funding and whether an amendment to the charter agreement is required.

C. ENROLLMENT

1. Annual funding will be based upon the contractually agreed upon enrollment and provided on a per pupil basis for student enrollment up to a maximum of 216 students, as physical space allows and can accommodate.

2. Under enrollment, as identified by the September 30 foundation funding enrollment count for students in kindergarten through eighth grades, may result in adjustments for all funding sources that use the foundation count for the current fiscal year. Charter schools will not receive funding for enrollments that exceed the charter enrollment.

D. ACCOUNTING

SES must adhere to financial, programmatic, or compliance audits with the federal, state, and local laws and budget procedures and deadlines, including but not limited to, reporting requirements as outlined in Md. Code Ann., Educ. § 5-406 as part of the minimum school funding requirements as defined in § 5-234. Except when the Charter uses the FCPS Enterprise Resource Planning (ERP) system for financial recordkeeping, the Charter shall provide monthly reports to the attention of the Associate Superintendent for Fiscal Services to ensure FCPS is able to meet all state-mandated reporting guidelines.

E. SERVICES

1. FCPS will provide services to the charter school for technology (except for Category 04 academic district-wide software contracts as described in accordance with Article VE2[E][2]), courier services, pupil personnel workers, and CASS workers. FCPS will also provide, as described in the Education Article, career coaches for middle school students. Services provided will be commensurate with traditional schools and follow the Board approved guidance.

2. Notwithstanding Article V(E)(1), FCPS shall provide SES, no later than October 31st of each year, with a written list of all available buy-back services and Category 04 academic district-wide contracts for the subsequent school year, including a description of each. With the written list, FCPS staff will provide the anticipated costs for the next fiscal year for each service and a reconciliation of the expenditures for each service for the prior year broken down by budgeted cost and actual cost. SES acknowledges that the costs of all services may change from year-to-year and any actual increase or decrease may not be known until the fourth quarter of the fiscal year.

3. SES shall notify FCPS by November 30th of its intent to negotiate permissible buy-back services for the subsequent school year, including opting out of services previously received, with those negotiations to be completed by December 31st of each year.

4. The terms of any negotiated buy-back services will be documented in a separate written agreement, which upon execution will be merged into this Charter Agreement as if it were originally incorporated herein.

F. INSURANCES

1. In the event SES determines it is in its best interests to procure services on the open market, instead of receiving them from the FCPS, FCPS reserves the right to demand that SES obtain a policy of insurance at SES' cost. This may include, but is not limited to, general liability insurance, educator's legal liability insurance, crime coverage, workers' compensation insurance, automotive liability insurance, and cyber-risk insurance.

2. The procured insurance shall name the Board, the Board members, FCPS, and its employees, including the Superintendent, as named additional insured.

3. Nothing in this section shall alter or waive any other requirement to obtain insurance described herein or at law.

G. INFORMATION SHARING

1. FCPS shall notify SES of its official enrollment number as of September 30 of each year by no later than October 31 of that year.

2. FCPS shall provide employee fringe benefits rate information to SES within ten (10) business days of the Board adopting a budget for the next fiscal year or by July 1st of each year, whichever date is earlier. FCPS shall make every reasonable effort to provide projected fringe benefits rates during the course of the annual budgeting process.

3. FCPS shall, by July 1st of each year, provide SES with a list of District-wide contracts for the subsequent fiscal year. For example, on July 1, 2027, FCPS shall provide a list

of District-wide contracts for the 2028-2029 school year. FCPS shall also notify SES within ten (10) business days of District-wide contracts entered into after July 1st of each year for the subsequent fiscal year or earlier implementation.

4. FCPS shall provide SES with written notice when Board Policy 440 and FCPS Regulation 440-01. FCPS shall provide SES with written notice when either of Board Policy 440 or FCPS Regulation 440-01 is under review or of any proposed or adopted changes to Board Policy 440 and FCPS Regulation 440-01.

VI. MISCELLANEOUS

A. WAIVER

No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

B. DISPUTES

1. The Parties agree that should a dispute arise in the interpretation or implementation of this Charter then they will seek resolution as outlined in Board policy and state law.

2. The requirements of paragraph VI(B)(1) notwithstanding, the Parties agree to an informal dispute resolution process during which authorized representatives of each Party shall meet and confer in good faith within ten (10) business days of written notice of the dispute. If the dispute is not resolved within sixty (60) days of such meeting, either Party may proceed with formal dispute resolution. The Parties acknowledge that this section includes disputes regarding in-kind and buy-backs services under Section V(E).

C. MODIFICATION

1. This Charter can only be modified by a formal written instrument, executed by both Parties, and not by an act of the Parties.

2. SES reserves the right, at any time during the term of this Agreement, to request a modification of this Charter Agreement and to receive a determination of the request from the Board within one hundred and twenty (120) days, which may be appealed to the Maryland State Board of Education in accordance with Md. Code Ann., Educ. § 4-205(c)(3).

D. DISCLOSURE

The Parties hereby expressly certify that each party has had the opportunity for advice of counsel in the execution of this Charter. No representation of facts has been made by either party to the other except as herein expressly set forth; and this Charter contains the entire

understanding of the Parties. There are no warranties, promises, covenants, or undertakings other than those expressly set forth herein.

E. SEVERANCE CLAUSE

If any of the provisions of this Charter are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

F. CONSTRUCTION

This charter shall be construed in accordance with the laws of the State of Maryland. This Agreement has been drafted and prepared by both parties and should not, in the event of a dispute, be interpreted as against one party or the other.

G. TITLES

The titles of each section and subsection are for clarity and organizational purposes only and are not to be considered to have legal effect.

H. MEMORIALIZATION OF INTENT/FUTURE RULINGS

It is the intent of SES to operate the School with the greatest degree of autonomy and freedom afforded under the Maryland state law, as to better fulfill its mission. In the event that changes to Maryland law, state edicts, State Board of Education opinions, or other rulings enable SES to operate with greater autonomy and freedom, no part of this contract shall be interpreted to mean that SES has negotiated away the ability to operate in accordance with future rulings that accord it additional latitude. SES and the Board shall have the right to operate in accordance with future rulings after they are issued.

I. DISCLAIMER OF LIABILITY

The Parties acknowledge that neither SES nor the School is acting as the agent of the Board, that the Board does not assume liability for any loss or injury resulting from the acts or omissions of SES or the School, its directors, trustees, agents, or employees, and that SES and the School do not assume liability for any loss or injury resulting from the acts or omissions of the Board, its members, agents, or employees. SES acknowledges that it is without authority to extend the faith and credit of the Board to any third party. SES and the School shall clearly indicate to landlords that the obligations of SES and the School under agreement or contract are solely the responsibility of SES or the School and are not the responsibility of the Board.

J. EXECUTION

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party. This Agreement may be signed physically or electronically in counterparts, each of

which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

K. ASSIGNMENT

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement, except as may be indicated in this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

As to these covenants and promises, the Parties hereto severally bind themselves, their successors, personal representatives, and assigns.

For Sabillasville Environmental School, Inc.

Alisha Yocum Date
President, Board of Trustees

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Alisha Yocum**, who made acknowledgement on behalf of the **Board of Trustees of Sabillasville Environmental School, Inc.**, and that she as such **President**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by herself as **President of the Board of Trustees of Sabillasville Environmental School, Inc.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

For Board of Education of Frederick County

Roger Rose Date
President

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Roger Rose**, who made acknowledgement on behalf of the **Board of Education of Frederick County** and that she as such **President**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by herself as **President of the Board of Education of Frederick County.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

For Frederick County Public Schools

Dr. Cheryl L. Dyson Date
Superintendent

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ___ day of _____, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Dr. Cheryl L. Dyson**, who made acknowledgement on behalf of the **Frederick County Public Schools** and that she as such **Superintendent**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by herself as **Superintendent of the Frederick County Public Schools.**

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.09 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) and (2), the Board will meet in Closed Session at 4:00 pm in the Board Room to discuss matters related to appeals.

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	1.. WORK SESSION (OPEN MEETING) [3:00 P.M.]
Subject	1.10. Adjournment
Type	Procedure

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 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	June 24, 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	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.01 Call to Order
Type	Procedure

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.02 Pledge of Allegiance
Type	Procedure

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.03 Closed Session Announcement
Type	Announcement

Content

In accordance with Maryland's Open Meetings Act, General Provisions Article § 3-305(b)(1) and (2), the Board met in Closed Session at 4:00 pm today in the Board Room to discuss matters related to appeals.

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.04 Approval of the June 10, 2026 Board of Education Meeting Minutes
Type	Minutes
Suggested Action	Board approval of the June 10, 2026 Board of Education Meeting Minutes.

ATTACHMENT(S):
06.10.26 Board Meeting Minutes_DRAFT.pdf

Board of Education of Frederick County
Wednesday, June 10, 2026
Board Room
Meeting Minutes – DRAFT

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

Members present: Dean Rose, Rae Gallagher, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho
Members Absent: Chad Wilson, Sr.
Others present: Dr. Cheryl Dyson, Superintendent; Bill Meekins, Purchasing Manager, Kim Miskell, Assistant Purchasing Manager; Roy McHaffa, Purchasing Agent; Brian Staiger, Director, Capital Programs; Monica Robyns, Manager of Facilities Planning; Amber Millison, Planning Data & GIS Analyst; Connor Wahl, Facilities Planner I; Dr. Paul Lebo, Chief Operating Officer; Katie Buckley, Director, Special Education, Secondary; Troy Keller, Special Education, Elementary; Dr. Jennifer Bingman, Associate Superintendent, Special Education & Student Services; Dr. Sarah Sirgo, Chief of Staff; Scott Blundell, Director, Safety & Emergency Management; Kathryn Rich, Executive Assistant to the Board
Other absent: Sabrina Nail, Board Ombuds; Alexander Thomas, Student Member of the Board

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

1.02 Approval of the June 10, 2026 Meeting Agenda
Board approval of the June 10, 2026 Board of Education meeting agenda.
Motion by Rae Gallagher, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Karen Yoho
Not Present at Vote: Colt Black

1.03 Information Items
- Maryland Energy Administration Grant – Frederick County Public Schools (FCPS) has been awarded a $42,671 grant from the Maryland Energy Administration to modernize how the district monitors and reduces energy consumption.
- Local Food for Schools Grant – FCPS has been awarded a $44,500 grant from the Maryland State Department of Education to support Food and Nutrition Services The funds will be used to purchase fruits and vegetables from Catoctin Mountain Orchard and Moon Valley Farm.
- 21st Century Community Learning Centers Grant – FCPS intends to apply for the 21st Century Community Learning Centers grant from the Maryland State Department of Education to support summer programs at Crestwood Middle School and West Frederick Middle School.

1.04 Bid Items
- RFP 26MISC8, Contract Service Agencies for Special Education – Staff recommended the establishment of contracts with qualified providers of special education staffing services for short and long-term assignments.
- RFP 26HR2, Stop Loss Insurance – Staff recommended the establishment of a contract to provide stop loss insurance for current employees and retirees (under the age of 65) of Frederick County Public Schools.

Board approval of RFP 26MISC8 and RFP 26HR2.
Motion by Rae Gallagher, second by Karen Yoho.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Karen Yoho
Not Present at Vote: Colt Black

1.05 Renewal Items

- RFP 22MISC11, Crisis Intervention Program (Renewal) – Staff recommended the renewal of the contract to provide crisis intervention training for staff using a train-the-trainer model.
- RFP 22MISC12, Installation of Data Netrwork Cabling (Renewal) – Staff recommended the renewal of the contract with qualified contractors to furnish all labor, supervision, materials, and any incidentals necessary for low voltage installation of data network cabling for a complete and finished project for Frederick County Public Schools.
- RFP 23MISC11, Sign Language Interpreting Agency Services (Renewal) – Staff recommended the renewal of the contracts with qualified providers of interpreting and Communication Access Real Time (CART) services to ensure communication access for all Frederick County Public Schools stakeholders that includes but is not limited to students, families, and staff.
- RFP 24M7, Unit Price Contract for Fencing (Renewal) – Staff recommended the renewal of the contract for the repair, replacement, and new installation of chain link fencing, gates, and associated hardware.

Board approval of RFP 22MISC11, RFP 22MISC12, RFP 23MISC11 and Bid 24M7.
Motion by Karen Yoho, second by Rae Gallagher.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Karen Yoho
Not Present at Vote: Colt Black

1.06 Superintendent's Recommended Educational Facilities Master Plan
Staff presented the 2026 Superintendent's Recommended Educational Facilities Master Plan (EFMP) and proposed FY28 CIP. The draft Superintendent's Recommended EFMP was presented for discussion and approval. The approved EFMP must be presented to the state by July 1, 2026 and is the basis for the FY28 capital funding requests submitted to the state and county in early October.

Board approval of the 2026 Educational Facilities Master Plan (EFMP), including the proposed FY28 CIP.
Amended Motion: Board approval of the 2026 Educational Facilities Master Plan (EFMP), including the proposed FY28 CIP, and to include a discussion of redistricting, in general, in next year's EFMP discussion.
Ms. Monier accepted the amended motion.
Motion by Karen Yoho, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Karen Yoho
Not Present at Vote: Colt Black

1.07 Special Education Update
Staff shared an overview of the special education-related services.

Mr. Black entered the meeting at 3:47 p.m.

1.08 Camera Pilot Update
Staff shared an overview of the Specialized Program Instructional Classroom Camera Pilot and summarized the feedback and implementation data from staff and families in the pilot in order to provide a recommendation to the Board for action.

Board approval to move a Memorandum of Understanding with the associations on a limited expansion to other specialized program classroom sites. This implementation will be through the Maryland Safe Schools Grant and adding approximately 25 classrooms per year to all specialized program classrooms by 2030 with an emphasis on our non-verbal and Rock Creek School locations.
Motion by Dean Rose, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho

Public comment was provided by:
Dustin Bane
Lauara O'Neill
Terra Capps

1.09 Setting of Quarterly Agenda, July - September

1.10. 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 4:53 pm in the Board Room to receive an update and discuss matters related to the Superintendent's contract and evaluation, to consider matters related to an appeal, to reappoint a member to a Board committee, 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.
Motion by Karen Yoho, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho

1.11. Adjournment
President Rose adjourned the meeting at 4:51 p.m.

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

Members present: Dean Rose, Rae Gallagher, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho
Members absent: Chad Wilson, Sr.
Others present: Dr. Cheryl Dyson, Superintendent; Heather Jo Clabaugh, Associate Superintendent of Fiscal Services; Steven Blivess, Esquire, Chief Legal Counsel; Timothy Thornburg, Senior Manager, Employee Relations/Contract Management; Dr. Sarah Sirgo, Chief of Staff; Julie Nguyen, Director, Human Resources; Kathryn Rich, Executive Assistant to the Board

2.01 Call to Order
President Rose called the meeting to order at 4:53 p.m.

Topics of Discussion included:
- Matters related to the Superintendent's contract and evaluation
- Matters related to an appeal
- The reappointment of a member to a Board committee.
- To consult with counsel to receive legal advice
- To receive an update on negotiations with the associations.

2.02 Adjournment
President Rose adjourned the meeting at 5:21 p.m.

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

Members present: Dean Rose, Rae Gallagher, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho
Members absent: Chad Wilson, Sr.
Others present: Dr. Cheryl Dyson, Superintendent; Heather Jo Clabaugh, Associate Superintendent of Fiscal Services; Denise Frock, Director of Budget; Jessica Sichert, Accountant, Food & Nutrition Services; Kathryn Rich, Executive Assistant to the Board; Janice Spiegel, Director of Special Projects, Frederick County Government
Others absent: Alexander Thomas, Student Member of the Board

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 Announcements
President Rose made the following announcements:
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 4:53 pm today in the Board Room to receive an update and discuss matters related to the Superintendent's contract and evaluation, to consider matters related to an appeal, to reappoint a member to a Board committee, 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.

In accordance with Maryland's Open Meetings Act, General Provisions Article § 3-305(b)(9), the Board met in Closed Session at 8:05 pm on June 3, 2026 via Google Meet to receive an update on negotiations the Frederick County Teachers Association.

3.04 Approval of the May 20, 2026 Board of Education Meeting Minutes
Board approval of the May 20, 2026 Board of Education Meeting Minutes.
Motion by Rae Gallagher, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho

3.05 Approval of June 3, 2026 Board of Education Meeting Minutes
Board approval of the June 3, 2026 Board of Education Meeting Minutes.
Motion by Rae Gallagher, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho

3.06 Public Comment
Public comment was provided by:
Corey Farley
Jennifer Foster
Chungchi Huang
Geoffrey Seidel
Sean Haardt
Karren Sowell

3.07 Superintendent Comments
Dr. Dyson provided comments.

3.08 Student Member Comments
There were no Student Member comments provided.

3.09 Board Member Comments
Board members provided comments.

4. Regular Meeting – Action Consent

4.01 Staffing Changes
Board approval of action/consent items.
Motion by Rae Gallagher, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Karen Yoho
Not Present at Vote: Colt Black

5. Board Items

5.01 Fiscal Year 2027 Approval of Operating Budget, Food & Nutrition Services Budget, Capital Budget, Self-Insurance Fund Budget and Artificial Turf Budget
Staff was seeking Board approval of the Fiscal Year 2027 Operating Budget, the FY2027 Capital, Food and Nutrition Services, Self-Insurance, and Artificial Turf Fund budgets.

Motion #1
Board approval of the FY27 Capital Budget.
Motion by Rae Gallagher, second by Karen Yoho.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho

Public comment was provided by:
Casey Day

Motion #2
Board approval of the FY27 Food and Nutrition Services Fund Budget.
Motion by Karen Yoho, second by Rae Gallagher.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho

Motion #3
Board approval of the FY27 Self-Insurance Fund Budget.
Motion by Rae Gallagher, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Colt Black, Jaime Brennan, Janie Monier, Karen Yoho

Motion #4
Board approval of the FY27 Artificial Turf Fund Budget.
Motion by Karen Yoho, second by Rae Gallagher.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Jaime Brennan, Janie Monier, Karen Yoho
No: Colt Black

Motion #5
Board approval of the FY27 Operating Budget by MSDE categories and sources of funds.
Motion by Rae Gallagher, second by Janie Monier.
Final Resolution: Carries
Yea: Rae Gallagher, Dean Rose, Janie Monier, Karen Yoho
No: Colt Black, Jaime Brennan

6. Setting of the Next Meeting Agenda

6.01 Setting Agenda for the June 24, 2026 Board of Education Meeting
Dr. Dyson stated that the June 24, 2026 Board of Education Meeting would contain:

- Ratification of Negotiated Agreements
- Policy 107, Office of the Ombuds

7. Committee Reports and Legislative Updates

7.01 Legislative Updates
Ms. Yoho stated that the State legislature has discussed student discipline.

7.02 Policy Committee Report
The Policy Committee will meet on June 24, 2026 at 9:30 a.m. in the Board Room.

7.03 Curriculum & Instruction Committee Report
The Curriculum & Instruction Committee met this morning and heard presentations on:

- Frederick County Virtual School
- Media Services and Digital Tools

7.04 Committee Reports

- The Special Education Citizens Advisory Committee (SECAC) will meet on August 24, 2026 in the Board Room. Ms. Monier encouraged the public to look for the upcoming dates of the Summer Listening Sessions.
- PTA Council – Ms. Monier encouraged everyone to join their local PTA.

8. Informational Items

8.01 Quarterly Agenda for Board Meetings

8.02 Future Agenda Items

9. Adjournment

9.01 Adjournment
President Rose adjourned the meeting at 7:23 p.m.

Submitted by: Kathryn Rich, Executive Assistant to the Board

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.05 System Recognition: Recognition of the Student Member of the Board
Type	Information, Discussion, Action
Suggested Action	Board approval of the proclamation recognizing Mr. Thomas.

Content

PURPOSE OF PRESENTATION: To recognize the Student Member of the Board, 2025-2026.

BACKGROUND/SUMMARY:

Alexander Thomas served as the Student Member of the Board of Education from July 1, 2025 - June 30, 2026. Mr. Thomas is being recognized for his valuable contributions to the Board of Education of Frederick County.

PROCESS STATEMENT:

Board President will read and present Mr. Thomas with a Board proclamation.

PRESENTER(S) & TITLE(S):

Dean Rose, Board President

SUBMITTED BY:

Dean Rose, Board President

ATTACHMENT(S):
SMOB PROCLAMATION_6.24.26.pdf

PROCLAMATION

ALEXANDER THOMAS
STUDENT MEMBER
BOARD OF EDUCATION OF FREDERICK COUNTY

WHEREAS, Alexander Thomas has served a term as the Student Member of the Board of Education; and

WHEREAS, He has exhibited a sincere desire to see that his fellow students receive a quality education; and

WHEREAS, He has regularly shared the information he has received in this capacity with the representatives to the Frederick County Association of Student Councils; and

WHEREAS, He has provided the Board of Education with a valuable student perspective on matters of education; now, therefore, be it

RESOLVED, That we, the members of the Board of Education of Frederick County Maryland, express deep appreciation to Alexander Thomas for his time, devotion, and commitment to educational excellence in the community of Frederick County and

BE IT FURTHER RESOLVED, That we wish Mr. Thomas a rich and rewarding life, filled with a continued desire to serve in the public interest in the mature manner which he exhibited while serving on the Board of Education.

DEAN ROSE, PRESIDENT	RAE GALLAGHER, VICE PRESIDENT
COLT BLACK, MEMBER	JAIME BRENNAN, MEMBER
JANIE MONIER, MEMBER	CHAD KING WILSON, SR., MEMBER
KAREN YOHO, MEMBER	DR. CHERYL DYSON SUPERINTENDENT OF SCHOOLS

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.06 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.

ATTACHMENT(S):
Public Comment List_06.24.2026_PEAK.pdf

BOARD OF EDUCATION OF FREDERICK COUNTY
Public Comment
Meeting Date: June 24, 2026

PRE-REGISTRATION

1. Nathan Foltz
2. Shelby Martin
3. Brian Metzger
4. Justin Heid

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.07 Superintendent Comments
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.08 Student Member Comments
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	3. REGULAR MEETING - Preliminary Items [6:00 p.m.]
Subject	3.09 Board Member Comments
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	4. Regular Meeting - Action Consent
Subject	4.01 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.

ATTACHMENT(S):
Public Content_2026.06.24..pdf

BOARD OF EDUCATION OF FREDERICK COUNTY

BOARD AGENDA ITEM

Staffing Changes	
Retirement	2
Resignation - Violation	1
Resignation	7
Leave	4
Extended Leave	1
End of Contract	2
New Teacher Appointment	13
S. Blazer	
J. Boonshaft	
C. Abel	
C. Achord	
E. Blessike	
J. Brittain	
B. DiMarco	
A. Maish	
N. Miller	
T. Seidel	
K. Waters	
M. Long	
M. Wallis	

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	15
June, 2025	21	June, 2026	14
July, 2025	0	July, 2026	
August, 2025	30	August, 2026	
September, 2025	5	September, 2026	
Cumulative to Date	167	Cumulative to Date	107

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	13
June, 2025	76	June, 2026	24
July, 2025	0	July, 2026	
August, 2025	139	August, 2026	
September, 2025	11	September, 2026	
Cumulative to Date	296	Cumulative to Date	91

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	4. Regular Meeting - Action Consent
Subject	4.02 Textbook Approval
Type	Action Consent
Suggested Action	Board approval of action/consent items.
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. 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 recommends Board approval of the recently displayed textbooks.

BACKGROUND/SUMMARY:
The textbooks listed on the attached memorandum were on public and digital display from May 11-18, 2026.

PROCESS STATEMENT:
In accordance with FCPS Regulation 500-04, the attached list of textbooks is presented for action.

SUBMITTED BY:
Dr. Keith Harris, Ed.D., Chief of Academics & Organizational Development

ATTACHMENT(S):
May 2026 Textbook Approval Memo.pdf

Academics and Organizational Development
191 South East Street
Frederick, MD 21701
Phone (240) 586-7153
www.fcps.org

Frederick County Public Schools
INSPIRE ≠ MOTIVATE ≠ INNOVATE

Keith Harris, Ed.D.
Chief
keith.harris@fcps.org

Julie Maiello
Executive Assistant
julie.maiello@fcps.org

MEMORANDUM

June 12, 2026

To: Members of the Board of Education

From: Dr. Keith Harris, Chief, Academics and Organizational Development

Subject: Textbook Review May 2026

In accordance with Frederick County Public Schools (FCPS) Regulation 500-04, *Textbook Review, Selection, and Approval*, the textbooks listed below are moved forward for consideration for Board of Education approval. The textbooks were on digital display with Frederick County Public Schools and public display at the C. Burr Artz Public Library from May 11 - 18. 2026. The office of Media Services received no public feedback in the twenty-one (21) day period following the display.

In accordance with Regulation 500-04, foundation and supplemental textbooks are rigorously evaluated by a textbook selection committee to ensure they are of high quality, align with educational goals, and effectively support curriculum and instruction.

To assist with the approval process, the books may be reviewed by following the digital access and steps listed below. If you have any questions, please do not hesitate to contact me.

For Use in a Text Evaluation and Selection Pilot

Pre-K Math	
Title & Edition	Building Blocks: PreK Math
Author	Douglas Clements, Julie Sarama
Publisher & Year	McGraw Hill 2025
Course/Grade	PreK
Level	PreK
Digital Access	my.mheducation.com **Sample Teacher Online Access** Username: BBPreKFCPS Password: BBPreKFCPS26 Select: **Building Blocks Pre-K Math** on the left hand side In the top right corner search bar, enter **Teacher eBook: Week 1 Monday** Select **Teacher eBook: Week 1 Monday** You will be able to scroll through 30 weeks of daily lesson plans

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	4. Regular Meeting - Action Consent
Subject	4.03 Setting of Quarterly Agenda, July - September
Type	Action Consent
Suggested Action	Board approval of action/consent items.
Department(s)	Superintendent's Office

Content
PURPOSE OF PRESENTATION: Board approval of the Quarterly Agenda.

BACKGROUND/SUMMARY: At the January 14, 2015 meeting the Board voted to adopt the new quarterly agenda process and instituted a new process for submitting requests for future agenda items. A revised request form is attached.

PROCESS STATEMENT: To provide quarterly agendas that will be posted on Board Docs at each Board meeting. This process will enable the public and staff to plan for upcoming Board meetings. The quarterly agenda is a dynamic document that will be revised as needed to accommodate time sensitive business items and items requested using the form adopted for the Board.

The July - September 2026 Quarterly Agenda is attached for board approval.

PRESENTER(S) & TITLE(S):
Board President

SUBMITTED BY: Board President

ATTACHMENT(S):
BOE-F01 Request_to_Add_Agenda_Item-rev.pdf
06.24.26 3rd Q 26 Agenda Public.pdf

Request to Add an Agenda Item

Clear Form

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

Form # BOE-F01
September 2023

Topic:

Policy:

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

Recommended Action (Information, Discussion, Action):

Submitted by: **Date Submitted:**

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

1.

2.

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

July 8 (3:00 p.m. Virtual)
Business Items:
- Bid Calendar Items (Information)
- Information Items (Information)
- Bid Items (Action)
- Renewal Items (Action)
- Judy Center Expansion Grant (KH) (Information/Discussion/Action)
- Risk Management Grant (PL) (Information/Discussion/Action)

August 5
Board of Education Curriculum & Instruction Committee Meeting (10:00 a.m.)

August 5
Closed:
Administrative Function:
Business Items:
- Bid Calendar Items (Information)
- Information Items (Information)
- Bid Items (Action)
- Renewal Items (Action)
- Judy Center Continuation Grants (KH) (Information/Discussion/Action)
- System of Professional Learning Grant (KH) (Information/Discussion/Action)
- Charter School Application Recommendations (JA) (Information/Discussion/Action)

Policy Items:
System Recognitions:
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 503, Character Education - Decommission (1st Reading) (Information/Discussion/Action) – ***Evening***
- Policy 506, Evening High School - Decommission (1st Reading) (Information/Discussion/Action) – ***Evening***
- Special Education Related Topics Update (JB) (Information) – ***Evening***

August 26
Board of Education Policy Committee Meeting (9:30 a.m.)

August 26
Closed:
Administrative Function:
Business Items:
- Bid Calendar Items (Information)
- Information Items (Information)
- Bid Items (Action)
- Renewal Items (Action)
- 2028-2029 Academic Calendar and Academic Calendar (EP) (Information/Discussion/Action)

Policy Items:
- Policy 503, Character Education - Decommission (1st Reading) (Information/Discussion/Action) – ***Work Session***
- Policy 506, Evening High School - Decommission (1st Reading) (Information/Discussion/Action) – ***Work Session***

System Recognitions:
- Charles E. Tressler Distinguished Teacher Award Winner (Information) (EP)
- Recognition of the Teacher of the Year Award Winner (Information) (EP)
- Recognition for the Washington Post Principal of the Year (Information) (EP)
- Recognition for the Washington Post Teacher of the Year (Information) (EP)
- Recognition of the Substitute of the Year Winner (Information) (EP)

Consent Items:
- Staffing Changes (SS) (Action/Consent)

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

Evening:
- Policy 507, Summer School Eligibility (1st Reading) (Information/Discussion/Action) – ***Evening***

September 9
Board of Education Curriculum & Instruction Committee Meeting (10:00 a.m.)

September 9
Closed:
Administrative Function:
Business Items:
- Bid Calendar Items (Information)
- Information Items (Information)
- Bid Items (Action)
- Renewal Items (Action)
- FY2027 Comprehensive Maintenance Plan for Educational Facilities and Data Center Impact & Proximity to Schools (PL) (Info/Disc/Action)
- Setting of Quarterly Agenda, October – December (DR) (Information) – ***Work Session***

Policy Items:
System Recognitions:
- National Suicide Prevention Month (JB) (Action)

Consent Items:
- Staffing Changes (SS) (Action/Consent)

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

Evening:
- Policy 427, Religious Expression (1st Reading) (Information/Discussion/Action) **– *Evening***
- Strategic Plan Key Performance Indicator Reporting Goals 1 & 3 (KPI 2 & KPI 10) (JB) (Information/Discussion) – ***Evening***

September 23
Board of Education Policy Committee Meeting (9:30 a.m.)

September 23
Closed:
Administrative Function:
Business Items:
- Bid Calendar Items (Information)
- Information Items (Information)
- Bid Items (Action)
- Renewal Items (Action)

Policy Items:
- Policy 507, Summer School Eligibility (2nd Reading) (Information/Discussion/Action) – ***Work Session***

System Recognitions:
Consent Items:
- Staffing Changes (SS) (Action/Consent)
- Setting of Quarterly Agenda, October – December (DR) (Action/Consent)

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

Evening:
- Policy 405, Graduation (1st Reading) (Information/Discussion/Action) – ***Evening***
- Policy TBA (1st Reading) (Information/Discussion/Action) – ***Evening***
- Racial Equity Committee Annual Report (KH) (Information/Discussion/Action) – ***Evening***

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	5. Board Items
Subject	5.01 Ratification of Negotiated Agreement - FASSE, FCTA, and FCASA
Type	Action
Suggested Action	Recommend the Board's ratification and execution of the negotiated agreements
Department(s)	Human Resources Department
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. 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. 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. Goal 5 - Student & Staff Experience - FCPS will promote a culture fostering wellness and civility for students and staff.

Content

BACKGROUND/SUMMARY:
The negotiation teams for the Board and the three (3) bargaining units (FASSE, FCTA, and FCASA) have reached tentative agreement and are in the process of member ratification. Upon ratification, staff recommends effectuation of the agreements by the Board.

PURPOSE OF PRESENTATION:
Final agreements will be available for ratification and signature by the Board, FASSE, FCTA, and FCASA on June 24, 2026. Tentative agreements are attached. Effectuated agreements will be posted after June 24, 2026.

PRESENTER(S) & TITLE(S):
Dr. Sarah Sirgo, Chief of Staff

Tim Thornburg, Chief Negotiator for the Board with FASSE, FCTA, and FCASA
Karren Sowell, FASSE President
Carlos Mellott, Chief Negotiator for FASSE
Justin Heid, FCTA President and Negotiations Chair
Dawn Lynch, FCTA Vice-President
Andrew Macluskie, Chief Negotiator for FCTA
Dr. Danny Rumpf, FCASA President
Dan Besseck, Chief Negotiator for FCASA

ATTACHMENT(S):
Tentative Agreement, FASSE 6.3.26.pdf
Tentative Agreement, FCTA Signed 6.4.26.pdf
Tentative Agreement, FCASA Signed 6.3.26.pdf

cm 6/3/26

Tentative Agreement Package

Board of Education of Frederick County
and
Frederick Association of School Support Employees

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1. Article 2—Non-Discrimination
   Section 2.02

   (d) Educational support employees shall not be publicly ridiculed or disciplined. If an administrator or supervisor has reason to reprimand an employee, it shall be done in a manner that does not embarrass the employee before other employees, students, or the public. However, if immediate action is required, such action shall be exempt from this provision.

2. Article 2—Labor Management Collaboration Committee
   Section 2.13

   (c) All meetings between the parties shall be scheduled by mutual agreement but no later than October 1st of each fiscal year. These meetings are not intended to bypass the Collective Bargaining Agreement nor diminish either party's rights under COMAR and/or applicable law.

   Note: The parties genuinely commit to collaboratively scheduling meeting dates for the Labor Management Collaboration Committee and the Salary Study Committee for the upcoming school year following ratification in order to support the timely discussion of topics, as well as the development and submission of non-binding recommendations, as necessary.

3. Article 3—Categories of Employees
   Section 3.01

   (a) Probationary Employees

   vi. In the event a probationary employee receives an unsatisfactory mid-year or final performance evaluation, Human Resources reserves the right to extend the probationary period for a duration not to exceed six (6) months beyond the original probationary completion date. Such an extension shall be communicated to the employee in writing, including specific performance goals required for successful completion of the extended period.

4. Article 3—Evaluation
   Section 3.02

   (b) With the exception outlined in (c), educational support employees shall be evaluated at least annually prior to the end of the employee's school year. Evaluations will be completed in accordance with the following timelines, unless extenuating circumstances exist:

   - 10-month employees by June 1
   - 11-month employees by July 1
   - 12-month employees by August 1

   A support employee may complete a copy of the evaluation form for self-reflection and to be given to their administrator or supervisor for consideration and help facilitate coaching conversations in the evaluation process.

5. Article 3—Evaluation
Section 3.02

(g) Professional Improvement Plan

1. When an administrator or supervisor has a concern with the professional performance of a support staff member, the administrator or supervisor shall notify the staff member, in a timely manner, in writing. This notification will include the specific concerns and recommendations in order to correct the concern and a reasonable timetable that the staff member will have to correct the concern.

2. If the administrator or supervisor determines an improvement plan is recommended, the administrator or supervisor and support staff member will develop a specific written plan for improvement to address the noted deficiencies The plan will include goals or objectives, strategies to be used, personnel to be utilized, materials to be used, time frame, measure of success, and supports offered by the building administration or central office equivalent where appropriate.

(a) The administrator or supervisor shall be responsible for managing the improvement plan and will schedule conferences with the participants, adjust the plan as needed, and conduct evaluations of the plan.

(b) It is the responsibility of the support staff member to work to improve the noted deficiencies.

(c) Support staff shall be notified no later than the last teacher workday of the implementation of an improvement plan. However, support staff may be placed on an improvement plan anytime during the school year with prior advance notice.

(d) If there is a disagreement with the plan, the staff member must indicate their disagreement and the reasons in writing to the administrator or supervisor within ten (10) days.

6. Article 3—Grievance Procedure
Section 3.04

(g) Probationary Employees

ii. The jurisdiction of the arbitrator shall be confined to the express provision(s) of this Agreement at issue between the Association and the Board. The arbitrator shall have no authority to modify any provision~~, or the hear~~ or decide on more than one grievance without the mutual consent of the Board and Association. The decision of the arbitrator shall be binding on the grievant, the Association, and the Board.

7. Article 3—Personnel File
Section 3.05

(c) Educational support employees have the right, by appointment, to review materials in their personnel files. This review shall not include confidential material such as reference letters or information received in the course of initial employment. Educational support employees can have an officer of FASSE present during the review.

Employees may submit a written request to Human Resources to remove material from their personnel file. Such requests and responses shall not be subject to Article 3.04, Md. Code, Educ. § 4-205(c), or any other dispute resolution process.

8. Article 3—Recall
Section 3.11

(a) Educational support employees who are laid off due to a reduction in force will be placed on a recall list and will be recalled based on ~~the date of layoff~~ company seniority date. The most recently laid off employees will be the first to return. Only those persons who are qualified will be considered for a given vacancy.

9. Article 3—Severance of Retirement
Section 3.12

(a) Retirement

iv. Terminal Pay–Support employees employed at the time of retirement or death shall receive terminal pay at the rate of 40% of the accumulated sick and personal leave at the final hourly per diem. To be eligible, the support employee must have served ten (10) years with FCPS.

- For external candidates hired into any FCPS position after July 1, 2027, terminal pay shall be paid at the rate of 38%.
- For external candidates hired into any FCPS position after July 1, 2028, terminal pay shall be paid at the rate of 35%.
- For external candidates hired into any FCPS position after July 1, 2029, terminal pay shall be paid at the rate of 30%.
- For external candidates hired into any FCPS position after July 1, 2030, terminal pay shall be paid at the rate of 25%.

10. Article 3–Work Week and Work Year
Section 3.14

(a) Work ~~Week~~ Schedule and Year

11. Article 3–Breaks and Lunches
Section 3.16

# of Hours	Lunch Time (Unpaid)	Break Time (Paid)	Total Time @ Work
4+	One 30-Min. Duty Free	One 15-Min.	4.5 Hours
7	One 30-Min. Duty Free	One 15-Min.	7.5 Hours
7.5	One 30-Min. Duty Free	~~One~~ Two 15-Min.	8.0 Hours
~~7.5+~~ 8	One 30-Min. Duty Free	~~One~~ Two 15-Min.	~~8.0~~ 8.5 Hours

12. Article 4–Wages
Section 4.01

Salary Resource Pool = $3.8 Million

Use of Salary Resource Pool
- Step for eligible employees;
- $1,200 one-time stipend for employees on Step 21;

Note: This one-time stipend shall only be awarded to bargaining unit members on the terminal step prior to July 1, 2026. Said stipend shall be paid on or before September 30, 2026.

- Enhance the starting hourly rate by reducing the percentage between the first five (5) steps from 3% to 2.5%; and
- Enhance the longevity pay structure
  - $500 for 5-9 years
  - $700 for 10-14 years
  - $900 for 15-19 years
  - $1,100 for 20+ years

Note: These amounts shall be funded as pension eligible outside of the salary resource pool.

13. Article 4—Salary Schedules
Section 4.01

(e) ~~All ten-month unit members will have the option of being paid in either twenty (20) installments or twenty-four (24) installments. All twelve-month unit members will be paid in twenty-four (24) installments.~~

Bus drivers and bus assistants shall be paid on an hourly frequency for the hours worked each pay period. All other ten (10)-month bargaining unit members shall be paid in twenty (20) installments. If ten (10)-month bargaining unit members wish to voluntarily elect summer salary deductions of 10% per pay, they shall receive four (4) equal installments during the four (4) summer pays.

All eleven (11)-month bargaining unit members shall be paid in twenty-two (22) installments. Effective July 1, 2027, eleven (11)-month bargaining unit members who voluntarily elect summer salary deductions of 5% per pay shall receive two (2) equal installments during the two (2) summer pays.

All twelve (12)-month bargaining unit members shall be paid in twenty-four (24) installments.

(f) In the event of unusual circumstances, a ten (10)-month bargaining unit member who has elected to receive summer salary deductions may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.

Effective July 1, 2027, in the event of unusual circumstances, an eleven (11)-month bargaining unit member who has elected to receive summer salary deductions may elect to have the balance due in the July paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.

14. Article 4—Shift Differential
Section 4.06

(d) The following work schedules are defined as qualifying for shift differential because they fall within the designated time periods of a qualifying shift.

- Unit members who work a second or third shift for ten (10) months but transfer to the first shift during the summer.

- Second shifts that start at or after 2:00 p.m. will be paid a shift differential of ~~$860~~ $840 per fiscal year divided into twenty-four (24) pay periods.

Note: This proposal incorporates language previously discussed and agreed upon by the parties during an earlier bargaining cycle. The correct amount aligns the agreement with correct operational practice.

- Third shifts that start at or after 10:00 p.m. will be paid a shift differential of $924 per fiscal year divided into twenty-four (24) pay periods.

15. Article 4—Stipends
Section 4.07

(a) The following non-cumulative stipends ~~will~~ shall be awarded to all unit members who hold a degree not required for their position:

Degree	Stipend Amount
Associates	$200
Bachelor's	$400
Master's	$600
Doctorate	$800

The following non-cumulative stipends shall be awarded to a unit members who holds a professional certificate not required for their position:

Job-Related Professional Certificates	Annual Stipend Amount
Master Plumber/Gas Fitter	$300
Master Electrician	$300
Master Heating, Ventilation, Air Conditioning and Refrigeration (HVAC)	$300
Project Management Professional (PMP) *Note: Only for employees in project management positions*	$300
Building Operator Certification (BOC)	$300
Automotive Service Excellence (ASE)	$300
Professional Standards Certificate*	$300
School Nutrition Association**	$300

**A one-time bonus of $300 shall be remitted to the employee. Payment shall be rendered beginning July 1, 1989, for those who have completed the program previously and those who complete it during the fiscal year (Previously in section 8.09).*

***An incentive of $300 will be awarded to an employee for every three (3)-year period of School Nutrition Association (SNA) recertification (Previously section 8.09).*

****For FY 2027, FASSE's total salary resource pool allotment includes a 3.5% increase on average plus funding to ensure that longevity stipends become pension eligible.*

16. Article 4—Longevity
Section 4.07

(c) ~~Longevity Retention Stipend~~

~~i. A Longevity Retention Stipend will be paid to employees who have reached the following years of consecutive service as a benefited FCPS support employee:~~

~~Year~~	~~Amount of Stipend~~
~~5~~	~~$250~~
~~10~~	~~$500~~
~~15~~	~~$750~~
~~20~~	~~$1,000~~
~~25~~	~~$1,000~~
~~30~~	~~$1,000~~
~~35~~	~~$1,000~~
~~40~~	~~$1,000~~
~~45~~	~~$1,000~~

~~ii. Years of service will be reviewed as of June 30 and December 31 to determine payment amounts. The stipend is not prorated by FTE. An employee can only receive an amount once during the fiscal year.~~

(c) Longevity Additional Pay

i. Longevity shall be based upon an employee's service date. Service date shall be defined as an employee's most recent start date in a benefited position within the FASSE bargaining unit.

ii. Longevity additional pay for FASSE service years shall be paid in the following annual non-cumulative amounts:

FASSE Service Years	Longevity Amount
5-9	$500
10-14	$700
15-19	$900
20+	$1,100

iii. These amounts shall not be prorated by an employee's FTE.

iv. These longevity amounts shall not be awarded based upon an employee's hire date. Instead, an amount shall be provided to an employee, effective July 1, based upon the completion of years of service as of September 30 during each fiscal year.

v. Only time during which the bargaining unit member was on active status, approved paid leave, or approved FMLA leave (paid or unpaid) shall be considered when determining years of service.

vi. The longevity amount shall be distributed evenly over an employee's total number of paychecks per fiscal year. Should an employee separate service, the longevity amount shall be prorated.

17. Article 6—Sick Leave
Section 6.02

(a) Sick Leave

~~i. During the first year of employment in the Frederick County Public Schools, and during each successive year thereafter, each regular ten-month and elevenmonth educational support employee of the Board shall be entitled to ten (10) days sick leave, the unused portion of which shall be accumulative. Twelve-month educational support employees shall be entitled to twelve (12) days sick leave, the unused portion of which shall be accumulative. Sick leave~~

~~may be taken in one (1) hour increments and in fifteen minute increments after the first hour. Such requests will not be unreasonably denied.~~

i. During the first year of employment in the Frederick County Public Schools, and during each successive year thereafter, each regular educational support employee of the Board shall be entitled to the following sick leave:

- Ten (10)-month employees = ten (10) sick leave days;
- Eleven (11)-month employees = eleven (11) sick leave days; and
- Twelve (12)-month employees = twelve (12) sick leave days.

The unused portion of sick leave days shall be accumulative. Sick leave may be taken in one-(1) hour increments and in fifteen (15)-minute increments after the first hour. Such requests will not be unreasonably denied.

18. Article 6—Sick Leave Bank
Section 6.02

(b) The sick leave bank rules and procedures will govern the administration of the sick leave bank for the duration of this Agreement. The Association will have until April 30th of each subsequent year to submit the sick leave bank rules and procedures for a word-by-word review by its counsel. The sick leave bank rules and procedures are attached to this agreement as Appendix D.

Non-FASSE members shall be charged an administrative fee of $75 for each SLB request processed.

19. Article 6—Bereavement
Section 6.02

(g) Bereavement Leave

i. A unit member shall be granted up to five (5) workdays ~~at any one time~~ in the event of the death of an educational support employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent,father-in-law, mother-in-law, sibling, sister-in-law, brother-in-law, and those who stand in the same status as determined by the Director of Human Resources. ~~Except in unusual circumstances, days will be used consecutively.~~ Within a calendar year, ~~Leave~~ leave may be taken intermittently, as needed, to support grieving and related obligations.

iv. In the case of a child, ~~and issuance of a death certificate,~~ bereavement leave will be allowed for eligible educational support employees as outlined in Board regulation for death of a child or grandchild.

20. Article 6—Association Leave
Section 6.02

(h) Professional Leave/Association Leave

ii. Association Leave

- The Association officers and/or representatives shall be permitted to draw upon seventy-five (75) ~~fifty (50)~~ workdays leave for Association activities and convention attendance without loss of pay. Employees may utilize FASSE professional leave to attend educational conventions with approval of both FASSE and the Senior Manager of Human Resources. Substitute costs, if any, shall be paid by FASSE.
- ~~Association Leave may be increased to sixty (60) days when the full bargaining agreement is open for negotiations. Additional Association Leave days shall be authorized with approval from the Senior Manager of Human Resources.~~

- Association leave may be taken in one (1) hour increments and in fifteen (15) minute increments after the first hour. Unless an emergency arises, requests must be made at least three (3) days in advance.
- Association leave is monitored by the Senior Manager of Human Resources and the President of the Association.
- When an educational support employee is requested to attend a meeting with FCPS leadership, the employee may do so without loss of pay.

21. Article 6—Sabbatical Leave
Section 6.02

(k) Sabbatical Leave

ii. Upon recommendation of the Superintendent, sabbatical leave will be granted up to seven (7) applicants per year based on available funding. Requests for sabbatical leave must be received in writing by the Superintendent between July 1 and December 1 ~~by March 1~~ of the preceding year for which the leave is requested. All applications will receive equal consideration regardless of when submitted within the above time frame.

22. Article 6—Leave without Pay
Section 6.03

All leaves without pay requests for educational support employees require the approval of the Senior Manager of Human Resources. Such leave may be approved only once each fiscal year. When an employee exhausts all ~~their~~ paid leave, ~~employees~~ the employee may be out due to personal illness from work ~~ten (10)~~ five (5) days without pay and not be required to be on a leave of absence for the remainder of the school year.

Prior to being placed into a leave without pay status, an employee shall be notified in writing of the following:

- Board Policy 300-04, "Employee Attendance;"
- Article 6, Section 6.03, "Leaves without Pay," of the *Negotiated Agreement*;
- Any potential payroll action for additional unpaid leave deductions; and
- The Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the FASSE Sick Leave Bank, as applicable.

If leave abuse is suspected, the employee investigative process shall be enacted.

When an educational support employee exhausts all paid leave and their request for leave without pay for personal illness, the employee must select one (1) of the following options:

1. Request an unpaid leave of absence for the remainder of the school year;
2. Resign; or
3. Retire, if eligible.

Should an employee fail to take action relative to the options outlined above, management reserves the right to place the employee on an unpaid leave of absence for the remainder of the school year or terminate the employee's employment.

Educational support employees on an approved extended unpaid leave of absence must give written notice of their intention to return to work to Human Resources by February 1 of the preceding year for which return from leave is requested.

As the Board and FASSE agree that attendance is an important factor in ensuring operational success and service delivery, a Joint Attendance Committee consisting of FCPS Labor Relations and FASSE representatives shall meet to discuss attendance challenges and solutions for improving and ensuring regular attendance while balancing employee wellness and the right to use accrued or earned time. These meetings will be an extension of Labor Management Collaboration Committee meetings.

23. Article 6—Leave without Pay
Section 6.03

(g) MEDICAL CAREGIVER–Medical caregiver leave is available to educational support employees who are not eligible for leave under the Family Medical Leave Act (FMLA) but require a temporary leave of absence without pay for the purpose of providing primary care to an immediate family member with a serious health condition.

i. A written request for medical caregiver leave must be submitted to the Department of Human Resources as soon as practicable prior to the beginning date of the leave. The request shall be accompanied by appropriate medical documentation verifying the need for the employee to serve as a primary caregiver.

ii. Medical caregiver leave granted under this section shall not be extended beyond the fiscal year in which the leave is approved.

(h) STUDY–An educational support employee may be granted a leave of absence without pay for the purpose of engaging in full-time study or educational advancement that is relevant to the employee's current position or a position within the school system. Such leave shall not exceed the remainder of the fiscal year in which the leave is granted.

i. A written request for Study Leave must be submitted to the Department of Human Resources at least ninety (90) days prior to the beginning date of the leave, except in cases where such notice is not feasible. The request shall include documentation outlining the course of study and its relevance to the employee's professional responsibilities or career growth within the system.

ii. Study Leave granted under this section shall not be extended beyond the fiscal year in which the leave is approved.

24. Article 8—Others Duties Performed
Section 8.02

(b) Unless, in the opinion of the principal, there is an emergency, operations employees, bus drivers, bus assistants, user support specialists, and secretaries will not be required to supervise students in the classroom.

25. Article 8—Others Duties Performed
Section 8.02

(e) Instructional Assistants Used as Substitute Teachers

Note: See effectuated Memorandum of Understanding (MOU) dated February 24, 2026.

26. Article 8—Tuition Reimbursement
Section 8.05

(a) Eligibility–Educational support employees are eligible to receive tuition reimbursement, up to $1,500 per year, for courses taken or training that are job related, or in pursuit of continuing education, or in pursuit of a career change within the system. Related registration fees and fees associated with competency exams may also be reimbursed. Such courses and fees must be approved by Human Resources prior to course registration. Reimbursement will be approved for actively employed educational support employees with proof of payment, verification of a grade of "C" or better, and submission of materials within one (1) month of completion of the class. An additional ~~$2,000~~ $3,000 per fiscal year may be requested for employees enrolled in a program in education leading to teacher certification K-12 or other areas identified as technical skill shortage areas. For noncredit, nongraded course work, reimbursement will be approved for actively employed educational support employees with proof of payment, verification of successful completion, and submission of materials within one (1) month of completion of the class.

(b) ~~REPAY OBLIGATION With the exception of extenuating circumstances, educational support employees who receive tuition reimbursement and leave employment within two (2) years of receiving reimbursement shall be required to repay the monies received. The employee may pay monies owed directly or have the amount deducted from his/her pay.~~

With the exception of extenuating circumstances defined below, support employees who receive tuition reimbursement or reimbursement for license fees and leave employment within two (2) years of receiving reimbursement shall be required to repay the monies received. The employee may pay monies owed directly or they may have the amount deducted from their last paycheck. The entire obligation must be satisfied within six (6) months of the employee leaving FCPS.

Extenuating circumstances shall include the following life situations:

- Employee death;*
- Probationary non-renewal recommendation;
- Military transfer for employee or spouse;*
- Job transfer for spouse;
- Divorce;
- Retirement;
- Medically certified temporary disability for employee which prevents them from fulfilling their job responsibilities;
- Medically certified care responsibilities for an employee's family member, as defined by FMLA, which prevents employee from fulfilling employment duties and responsibilities during this time;
- Prolonged, catastrophic, incapacitating personal illness or injury resulting in a permanent disability of the employee, as recognized by the Maryland State
- Retirement and Pension System and/or the United States Social Security Administration; or
- Reduction in Force (RIF) unless said employee fails to accept a position and forfeits employment in accordance with Article XIV, titled "Reduction in Force," in which case the repayment obligation will not be waived.

**Any repayment obligation owed at the time of an active employee's death or the military transfer for an employee or spouse shall be automatically waived.*

Waiver Request Process

In the event an employee experiences an extenuating circumstance, as outlined above, which necessitates the employee's separation from service with FCPS, the employee may contact the Senior Manager of Employee and Labor Relations or designee in the Department of Human Resources to request a repayment obligation waiver for the monies received or paid directly on their behalf.

Written waiver requests, including documentation to substantiate the extenuating circumstance, must be submitted within thirty (30) days after receiving notice of repayment obligation from FCPS. Notice of waiver procedures will be included with the repayment notice. No extenuating circumstance shall be considered after this thirty (30)-day period.

Upon receipt of the waiver request, the Senior Manager of Employee and Labor Relations or designee shall review the request and provide a written response to the employee within thirty (30) days.

27. Article 8—Other Issues by Classification
Section 8.09

(a) Bus Drivers/Assistants
vii. On inclement weather-related closing, Bus Drivers and Bus Assistants shall be paid a stipend up to five (5) times per year; one hundred ($100) dollars for Bus Drivers and seventy-five ($75) dollars for Bus Assistants.

28. Article 9—Duration
Section 8.09

(c) Whenever the governing or administrative leadership associated with a charter school requires a support employee to participate in professional development specific to working at the charter school, the charter school shall be responsible for the reimbursement for all associated costs, including, but not limited to, registration and training fees, materials, substitute costs, leave, and travel expenses.

29. Article 9—Duration
Section 8.09

(e) This Agreement shall remain in effect from July 1, ~~2023~~ 2026, to midnight June 30, ~~2026~~ 2032.

(h) ~~Except when full negotiations occur, subsequent years of the Agreement's duration shall be limited to negotiating salary, insurance, and two (2) proposals submitted by each party.~~

The parties further agree to the following bargaining structure during the term of this Agreement:

- During FY 2027 for FY 2028: Negotiations shall be limited to the following: (1) salary; (2) insurance; (3) Article 7.02, Section D (Workers' Compensation); (4) Article 4.07 (Stipends); (5) implementation and impacts related to Maryland's Time to Care Act (FAMLI Program); and (6) two (2) articles selected by FASSE and two (2) articles selected by the Board.

- During FY 2028 for FY 2029: Negotiations shall be limited to the following: (1) salary; (2) insurance; and (3) two (2) articles selected by FASSE and two (2) articles selected by the Board.

- During FY 2029 for FY 2030: Negotiations shall be limited to the following: (1) salary; (2) insurance; and (3) two (2) articles selected by FASSE and two (2) articles selected by the Board.

- During FY 2030 for FY 2031: Negotiations shall be limited to the following: (1) salary; (2) insurance; and (3) two (2) articles selected by FASSE and two (2) articles selected by the Board.

- During FY 2031 for FY 2032: The parties shall engage in full successor agreement negotiations.

For purposes of this article, an "article" shall mean a proposed amendment, addition, deletion, or modification to a contract article other than salary.

Nothing herein shall prohibit the parties from mutually agreeing in writing to bargain additional items during any fiscal year covered by this Agreement.

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Tentative Agreement Package

Board of Education of Frederick County
and
Frederick Association of School Support Employees

The undersigned acknowledge that tentative agreement has been reached as a result of good faith negotiations between the authorized representatives of the Frederick Association of School Support Employees and the Board of Education of Frederick County (hereinafter referred to individually as "Party" and collectively as the "Parties").

Except as expressly modified by this Agreement, all existing provisions of the negotiated agreement shall remain unchanged and in full force and effect.

The Parties further acknowledge and agree that during the negotiations which resulted in this Agreement, each Party had the unlimited right and opportunity to make demands, proposals, and counterproposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements reached by the Parties are fully set forth herein.

Accordingly, for the duration of this Agreement, each Party voluntarily and unequivocally waives the right to bargain collectively with respect to any subject or matter referred to, discussed, proposed, rejected, or which could have been raised during negotiations leading to this Agreement, except as otherwise expressly provided herein or as required by applicable law.

The Parties further recognize that this tentative agreement is subject to ratification by the appropriate representatives of each Party and approval and funding by the applicable fiscal authorities.

Upon full ratification and funding, the provisions of this Agreement shall become effective July 1, 2026, and shall remain in full force and effect through June 30, 2032, unless otherwise modified by mutual written agreement of the Parties or as required by law.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by an authorized representative on this **3rd day of June 2026**.

FREDERICK ASSOCIATION OF SCHOOL SUPPORT EMPLOYEES

6/3/26

Carlos Mellott, Chief Negotiator

BOARD OF EDUCATION OF FREDERICK COUNTY

Tim Thornburg, Chief Negotiator

Tentative Agreement Package

Board of Education of Frederick County
and
Frederick County Teachers Association

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1. **Article VI—Salaries**
   Section A

   A. Regular Teacher Salary Schedules

   1. The salaries of all teachers covered by this Agreement are set forth herein.

   2. All ten (10)-month teachers will be paid in twenty (20) installments. If ten (10)-month teachers wish to voluntarily elect summer salary deductions of 10% per pay, they will receive four (4) equal installments during the four (4) summer pays.

      In the event of unusual circumstances, a ten (10)-month teacher who has elected to receive summer salary deductions may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.

   3. All eleven (11)-month teachers will be paid in twentytwo (22) installments.

   4. **Effective July 1, 2027, eleven (11)-month bargaining unit members who voluntarily elect summer salary deductions of 5% per pay shall receive two (2) equal installments during the two (2) summer pays.**

   5. **Effective July 1, 2027, in the event of unusual circumstances, an eleven (11)-month teacher who has elected to receive summer salary deductions may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.**

   6. All twelve (12)-month teachers will be paid in twenty-four (24) installments.

   7. With the exception of extreme and extenuating circumstances, distribution of paychecks shall be made no later than the 15th and the last day of the month, or the nearest preceding weekday.

2. **Article VI—Salaries**

   N. Salary Schedules

   1. Pay scales are located in Appendix A. **See FY 2027 salary scales.**

      Salary Resource Pool = 3.5%

      - **Step for eligible bargaining unit members pursuant to Article VI, Section N, Subsection 2;**
      - **Lop Step A; and**
      - **1.55% COLA**

   2. Eligible teachers will advance an increment each year on the pay scale.

3. Article VI—Salaries–

N. Salary Schedules

NEW SUBSECTION

12. During FY28, the Board of Education of Frederick County ("Board") commits to initiating a discussion with the Frederick County Executive regarding considerations associated with funding and compensation planning for Frederick County Public Schools ("FCPS"), to include the feasibility of multi-year salary agreement; the results of this discussion shall be reported to both FCPS and FCTA.

    The parties acknowledge that this commitment is intended solely to facilitate dialogue and the exchange of information. Such discussions are not intended to establish any specific bargaining position, budget recommendation, or future course of action by the parties.

    Nothing in this provision shall be construed as limiting the discretion or authority of any party with respect to future budgetary, legislative, or collective bargaining decisions.

THIS SECTION INTENTIONALLY LEFT BLANK.

Tentative Agreement Package

Board of Education of Frederick County
and
Frederick County Teachers Association

The undersigned acknowledge that tentative agreement has been reached as a result of good faith negotiations between the authorized representatives of the Frederick County Teachers Association and the Board of Education of Frederick County (hereinafter referred to individually as "Party" and collectively as the "Parties").

Except as expressly modified by this Agreement, all existing provisions of the negotiated agreement shall remain unchanged and in full force and effect.

The Parties further acknowledge and agree that during the negotiations which resulted in this Agreement, each Party had the unlimited right and opportunity to make demands, proposals, and counterproposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements reached by the Parties are fully set forth herein.

Accordingly, for the duration of this Agreement, each Party voluntarily and unequivocally waives the right to bargain collectively with respect to any subject or matter referred to, discussed, proposed, rejected, or which could have been raised during negotiations leading to this Agreement, except as otherwise expressly provided herein or as required by applicable law.

The Parties further recognize that this tentative agreement is subject to ratification by the appropriate representatives of each Party and approval and funding by the applicable fiscal authorities.

Upon full ratification and funding, the provisions of this Agreement shall become effective July 1, 2026, and shall remain in full force and effect through June 30, 2028, unless otherwise modified by mutual written agreement of the Parties or as required by law.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by an authorized representative on this **4th day of June 2026.**

FREDERICK COUNTY TEACHERS ASSOCIATION

Andrew Macluskie, Chief Negotiator

BOARD OF EDUCATION OF FREDERICK COUNTY

Tim Thornburg, Chief Negotiator

DRAFT Tentative Agreement Package

Board of Education of Frederick County
and
Frederick County Administrative and Supervisory Association

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1. Article VI—Work Year
   Section 6.1

~~Section 6.1 Twelve-Month Employee The work year for administrative and supervisory employees shall be 244 days for 12-month employees.~~

~~Section 6.2 Eleven-Month Employee The 11-month, 208-day work year may be a work year for newly hired, identified pupil personnel workers or school psychologist positions. Current incumbent employees shall retain their 12-month/244-day positions.~~

The work year for full-time employees by job title is provided in Appendix E. Adjustments to the work year schedules may be made to support the needs of the program or department.

2. Article VII—Salaries
   Section A

A. Effective July 1, ~~2022~~ 2026, new pay scales will be implemented for the bargaining unit employees (as identified on Appendix A).

B. Effective July 1 of each year, eligible employees will progress one (1) step per year contingent on satisfactory performance evaluations.*

~~* Section B shall be suspended for the 2025-2026 School year~~

3. Article VII—Salaries
   Section D

D. The Board shall conduct a ~~pay~~ salary scale ~~will be subject to a reclassification~~ review every eight (8) years, unless both FCASA and the Board jointly decide a ~~reclassification study~~ review is not warranted. The ~~study~~ salary scale review shall ~~will include a comparison of the~~ focus on external equity of existing positions with the competitive market. This ~~study~~ review shall ~~will~~ be conducted by ~~outside consultants~~ Human Resources, unless otherwise agreed upon by both parties. ~~FCASA and the Board will jointly decide on the consultant and a cost share will be contingent on available funding by both or one party. The next reclassification review will occur during the 2025-26 school year~~

4. Article VII—Salaries
   Section E

E. A&S
Initial placement of a current Frederick County Public Schools (FCPS) employee newly hired in the FCASA unit who has prior teaching or administrative experience shall be computed in the following manner effective July 1, 2024:

1. Internal or external candidates promoted from the Frederick County Teachers Association (FCTA) or a comparable teacher unit: Placement shall be determined by annualizing first their salary on the twelve (12)-month teacher pay scale in accordance with appropriate teaching experience and then adding a 2% value. Based on the computed amount, the employee will then be placed on the appropriate step on the FCASA bargaining unit salary scale closest to the computed amount using the above formula.

2. For external candidates with administrative experience, the Board shall utilize a scale placement model which honors their qualifications, experience, and educational attainment and, at the same time, respects the experience, contributions, and salary placement of current bargaining unit members.

FCNCS

Initial salary placement for FCNCS designated positions, effective July 1, 2026, shall be computed in the following manner:

1. **For internal candidates promoted from the Frederick Association of School Support Employees (FASSE), placement shall be determined by adding 2% to their current hourly rate. Based on the computed amount, the employee shall then be placed on the appropriate step on the FCNCS bargaining unit salary scale closest to, but not less than, the computed amount.**

   Any internal candidate with an education stipend awarded as a FASSE bargaining unit member, for a degree higher than the minimum required qualification of the FCNCS position, shall have that amount accounted for during initial salary placement.

   Should the criteria used for determining salary for external candidates, as described below in #2 below, yield a higher initial salary placement, then this method shall be used in lieu of the 2% formula described above.

2. **For external candidates with prior work-related experience, the Board shall utilize a scale placement model which honors their qualifications, experience, and educational attainment and, at the same time, respects the experience, contributions, and salary placement of current bargaining unit members.**

5. Article VII—Salaries
   Section F

F. ~~FCASA and the Board agree to form an on-going salary study committee that shall examine pay schedules and pay allocations which will assist in the recruitment and retention of staff.~~

~~1. This committee shall meet each year starting August 1 and complete their work no later than October 31.~~

~~2. Recommendations from the committee are not binding and shall be forwarded to the Board, Superintendent, and respective bargaining teams for consideration during salary negotiations.~~

FCASA and the Board agree to a salary committee that will meet each odd year between August 1 and October 31 and shall examine salary-related issues which will assist in the recruitment and retention of staff.

If both parties agree, the salary committee may meet in an off year or suspend a meeting year.

Recommendations from the committee are not binding and shall be forwarded to the Board, Superintendent and respective bargaining teams for consideration during salary negotiations.

6. Article VII—Salaries
Section G

G. For FY 2023, FCASA scales shall be flushed with a 7.14% COLA. A step shall not be provided during this fiscal year in an effort to maximize the salary resource pool for all unit members.

FY 2024
Salary Resource Pool (6% = Step + 2.8% COLA)

FY 2025
Salary Resource Pool (4% on average = Step + plus a 0.5% COLA)

FY 2026
Salary Resource Pool (2% COLA, no salary step) effective July 1, 2025

Note: The Board is unable to approve an increase in the current doctoral stipend from $5,000 to $6,000 for the FY 2026.

Section B shall be suspended for the 2025-2026 School year.

For FY 2027

Salary Resource Pool = 3.5%

Use of Salary Resource Pool
Step (if eligible), 0.3% COLA, $2,000 one-time stipend paid to bargaining unit members on the terminal step of each salary scale.

Note: This one-time stipend shall only be awarded to bargaining unit members on the terminal step prior to July 1, 2026. Said stipend shall be paid on or before September 30, 2026.

7. Article VII—Salaries
Section H

H. ~~Effective FY 2025, the~~ The following longevity salary enhancement amounts shall be provided to a FCASA bargaining unit member based upon continuous years of service within the unit or a combination of continuous years of service within the unit and an ~~AMT~~ AMT/NUG position:

Years in FCASA Bargaining Unit	Longevity Amount
0-4 Years	$0
5-8 Years	$1,500
9-12 Years	$2,000
13-17 Years	$3,000
18+ Years	$4,000

~~The total amount necessary to fund these longevity salary enhancements shall be subject to FY 2025 budget funding. Such funding, if approved, shall be exclusive of the FY 2025 salary resource pool offered to FCASA.~~

~~These longevity amounts shall not be awarded based upon an employee's hire date. Instead, an amount shall be provided to an employee based upon the completion of years of service as of July 1 during each fiscal year. Additionally, only time during which the bargaining unit member was on an active status, approved paid leave, or approved FMLA leave (paid or unpaid) shall be considered when determining years of service.~~

These longevity amounts shall not be awarded based upon an employee's hire date. Instead, an amount shall be provided to an employee, effective July 1, based upon the completion of years of service as of September 30 during each fiscal year.

Only time during which the bargaining unit member was on active status, approved paid leave, or approved FMLA leave (paid or unpaid) shall be considered when determining years of service.

The longevity amount shall be distributed evenly over an employee's total number of paychecks per fiscal year. Should an employee separate service, the longevity amount shall be prorated.

8. Article VII—Salaries
Section I

I. Additional Pay for Education Credits

Additional pay for education credits shall be provided based upon the following criteria:

- $1,500 for fifteen (15) credits in addition to a bargaining unit member's appropriate step and schedule.
- $2,500 for thirty (30) credits in addition to a bargaining unit member's appropriate step and schedule.
- $3,500 for forty-five (45) credits in addition to a bargaining unit member's appropriate step and schedule.
- $5,000 for doctoral degree in addition to a bargaining unit member's appropriate step and schedule.
- ~~Effective July 1, 2025, $6,000 for doctoral degree in addition to a bargaining unit member's appropriate step and schedule, pending budget approval and available funding.~~

  *Note: **Due to funding, ~~The~~ t**he Board is unable to approve an increase in the current doctoral stipend from $5,000 to $6,000 **~~for the FY 2026~~**.*

- All credits must be at the graduate level (postmaster's degree courses) and taken as part of the FCASA bargaining unit.
- Credits shall be based on a bargaining unit benefitted service date in PeopleSoft.
- Benefitted service date shall be defined as the most recent time within the bargaining unit.
- A bargaining unit member shall only receive one (1) additional pay for education credits stipend, which shall be equivalent to the highest degree or number of credits held. Under no circumstances shall stipends be stacked [e.g., a bargaining unit member with two (2) master's degrees shall not qualify for the same stipend twice].
- Any current FCASA bargaining unit member who held an A&S position which was formerly part of the Frederick County Teachers Association's (FCTA) bargaining unit prior to FCASA's formation on July 1, 2004, shall be eligible for additional pay for education credits under this agreement for graduate level (postmaster's degree courses) education credits earned while in the FCTA bargaining unit.
- Additional pay for education credits shall not be cumulative.

- Additional pay for education credits shall be divided equally and paid across the total number of pays during a fiscal year. If a bargaining unit member earns these credits mid-year, s/he shall receive the prorated amount.

~~Current FCASA Bargaining Unit Members~~ Credit Implementation Effective July 1, 2024:

- Initial requests for additional pay shall be submitted by July 15, 2024, using a designated Human Resources form. This form shall include an attestation that a bargaining unit member's Professional Education profile is accurate in PeopleSoft. If not accurate, the bargaining unit member must include documentation via an official graduate transcript(s) submitted along with the designated Human Resources form.

- Bargaining unit members who currently receive additional pay for a doctorate shall not be required to submit a request.

- Any bargaining unit member who meets the criteria for the additional pay for education credits shall see the adjustment effective July 1st and reflected in the July 31, 2024 paycheck, pending budget approval and available funding.

- Bargaining unit members on extended leave (LOA, sabbatical, maternity leave, FMLA, etc.) during this time shall be contacted and held to the same submission deadlines.

- There shall be no retroactive pay available for bargaining unit members who submit their requests outside the established timeframe for consideration.

- Additional pay for eligible education credits shall be applied according to the established timelines.

- Bargaining unit members shall receive written notification upon the evaluation and determination of education credits.

~~Future FCASA Bargaining Unit Members:~~

- ~~In the out years,~~ Effective July 1, 2026, additional pay for education credits shall be adjusted on either July 1~~, September 1~~ October 1, or ~~January 1st~~ February 1 during a fiscal year.

- Official transcripts and a designated form must be on file with the Human Resources Department no later than ~~June 15th~~ June 30 for a July 1 salary adjustment, ~~August 15th for a September 1st~~ September 30 for October 1 salary adjustment or ~~December 15th for a January 1st~~ January 31 for February 1 salary adjustment.

- Additional pay for doctoral degree shall be effective beginning the first day of the pay period following official documentation receipt in Human Resources.

- ~~Adjustments effective July 1st shall be reflected in the July 31st pay. Adjustment effective September 1st shall be reflected in the September 30th pay. Adjustments effective January 1st shall be reflected in the January 31st pay, pending budget approval and available funding.~~

- There shall be no retroactive pay available for bargaining unit members who submit their requests outside the established timeframe for consideration. Additional pay for eligible education credits shall be applied according to the established timelines.

- Except for the doctoral degree stipend, external candidates shall not be eligible for the additional pay for education credits for any coursework taken prior to time as a FCASA bargaining unit member.

All additional pay for education credits shall be pension eligible, unless determined otherwise by Maryland State Retirement Agency (MSRA).

There shall be no retroactive application of the salary placement process for current bargaining unit members or future ones.

The following education pay shall be awarded to FCNCS bargaining unit members who earn a degree not required for their position after July 1, 2026. Education pay shall be paid across the total number of pays during a fiscal year and shall be pension eligible. If a FCNCS bargaining unit member earns a degree mid-year, s/he shall receive the prorated amount.

- **Associates = $200**
- **Bachelor's = $400**
- **Master's = $600**

9. <u>Article VII—Salaries</u>
Section J

J. Additional Pay for National Certification

Additional pay shall be paid provided for the following national certifications:

- $2,000 additional pay for a School Psychologist holding valid applicable certification from the National Association of School Psychologists (NASP).

- $2,000 additional pay for a Board Certified Behavior Analyst holding valid applicable certification from the Behavior Analyst Certification Board (BACB).

Additional pay for national certification shall be effective beginning the first day of the pay period following official documentation receipt in Human Resources.

10. Article VII—Salaries
Section K

K. Ten (10)-month bargaining unit members who voluntarily elect summer salary deductions of 10% per pay shall receive four (4) equal installments during the four (4) summer pays.

In the event of unusual circumstances, a ten (10)-month bargaining unit member who has elected to receive summer salary deductions may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.

11. Article VII—Salaries
Section L

L. Effective July 1, 2027, eleven (11)-month bargaining unit members who voluntarily elect summer salary deductions of 5% per pay shall receive two (2) equal installments during the two (2) summer pays.

Effective July 1, 2027, in the event of unusual circumstances, an eleven (11)-month bargaining unit member who has elected to receive summer salary deductions may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.

12. Article VII—Salaries
Section M

M. Overtime and Compensatory Time

Salaried Non-Exempt FCNCS Unit Members

The Board recognizes its obligations under the Fair Labor Standards Act (FLSA) for employees who are properly classified as non-exempt. For any non-exempt bargaining unit member, the following provisions shall apply:

1. All hours worked up to forty (40) in a workweek shall be compensated at an employee's regular rate of pay.

2. All hours worked beyond forty (40) in a workweek shall be compensated at time and one-half at the employee's regular hourly rate of pay, or with a supervisor's permission, compensatory time may granted at the rate of time and one-half for hours worked in excess of forty (40) hours in a workweek.

3. Overtime or compensatory time must be authorized in advance, except in emergency situations.

4. For purposes of calculating overtime, time taken for annual, sick, or personal leave shall not count toward the forty (40) hours.

5. In the event of an emergency or unforeseen circumstances, an employee called to work outside of his/her regular workday shall be compensated for a minimum of two (2) hours at the rate of time and one-half, regardless of any leave taken that week, as long as the time period for which he/she is called to work is not an extension of his/her regular workday or an extension of the beginning or ending time of his/her workday. This shall only apply to the first time called on any given day.

6. If additional work hours are necessary at the beginning or ending of a regular workday when the employee would normally work, he/she shall be paid only for the actual time worked–provided that the hours do not exceed forty (40) hours per week.

7. Any work on a holiday shall be compensated at time and one-half an employee's hourly rate of pay.

8. Approved compensatory time must be used within sixty (60) days from the date on which it was earned.

Nothing in this Agreement diminishes or waives any statutory rights afforded to non-exempt employees under the FLSA.

13. Article VIII—Leave Benefits
(Add Prior to Section 8.1)

Exempt Bargaining Unit Members
Annual, sick or personal leave may be taken in one (1) hour increments and fifteen (15) minute increments after the first hour.

Non-Exempt Bargaining Unit Members
Annual, sick, personal leave or earned compensatory leave may be taken in one (1) hour increments and fifteen (15) minute increments after the first hour.

14. Article VIII—Leave Benefits
Section 8.2–Sick Leave

D. The Board shall accept transfer of ~~full, accumulated~~ unused cumulative sick leave from any public school system in Maryland. Such transfer shall not exceed one hundred (100) days.

15. Article VIII—Leave Benefits
Section 8.12–Leave Procedures

D. All requests for extended leaves of absence, extensions, or renewals of such leaves, ~~will~~ shall be made in writing and the Board ~~will~~ shall make a written response to all such requests. ~~A&S staff members on extended leave must give notice of their intention to return to work by April 1.~~ Employees on an approved extended unpaid leave of absence must give written notice of their intention to return to work to Human Resources by February 1 of the preceding year for which return from leave is requested.

16. Article XI, Discipline/Due Process Rights

~~A. Prior to making a recommendation for suspension without pay or discharge, an investigation will be conducted and the affected employee will be given notification of the charges and an opportunity to respond. Employees subject to discipline of suspension without pay or discharge shall be notified in writing of the action being taken against them, the reason for such action and be afforded full due process rights as stipulated under the provisions of §6-202 of the Education Article of the Annotated Code of Maryland.~~

~~B. An employee subject to a letter of reprimand shall receive notice of the concern or allegation with supporting information from the immediate supervisor and be provided an opportunity to respond. The employee may respond to the reprimand with a written rebuttal, which shall be attached to the letter of reprimand.~~

A. No bargaining unit member shall be disciplined or reduced in rank or compensation without cause.

B. "Cause" is defined as having a fair and honest reason regulated by good faith and based upon reasonable grounds to justify taking an action. The Board is in compliance with this Article if the following procedures are followed:

1. The bargaining unit employee was given forewarning or had foreknowledge of the possible or probable disciplinary consequences of the bargaining unit member's conduct.

2. The Board's rule or managerial order was reasonably related to:

a. The orderly, efficient, and safe operation of the education function; and

b. The performance that the Board might properly expect of the bargaining unit member.

3. The Board, before administering discipline resulting in reduction in rank or compensation, made an effort to discover whether the bargaining unit member did in fact violate or disobey a rule or order of management.

4. The Board's investigation was conducted fairly and objectively.

5. Substantial evidence or proof was obtained that the bargaining unit member was guilty as charged.

6. The rules, orders, and penalties have been applied without discrimination to all bargaining unit members.

7. The degree of discipline administered was reasonably related to the seriousness of the bargaining unit member's offense and record of the bargaining unit member.

C. The Board, in carrying out its responsibilities under state statutes, shall protect the confidentiality of all bargaining unit members involved in a disciplinary action to the extent allowed by law.

D. If an administrator has reason to reprimand a bargaining unit member, it shall be done in a manner that will not embarrass the bargaining unit member before other employees, students, or the public. However, if immediate action is required, such action is exempt from this provision.

E. The Board and the Association shall not illegally discriminate against any bargaining unit member on account of race, religion, color, national origin, marital status, gender, age, disability, or sexual orientation.

F. The Board is committed to promoting a culture and work environment which fosters safety and civility, and allegations of bullying, verbal abuse, or hostile, intimidating or offensive behavior will be investigated and followed up appropriately.

G. Bargaining unit members not covered under the provisions of §6-202 of the Education Article of the Annotated Code of Maryland shall be afforded full due process rights under §4-205 of the Education Article of the Annotated Code of Maryland or the grievance procedure outlined in this Agreement.

H. Upon request, bargaining unit members are entitled to union representation.

17. Article XII—Evaluations
Section 12.1–Evaluations
Subsection B

4. Employees new to their position shall be evaluated during the first three (3) ~~year~~ years in the new assignment, regardless of where they may be on the cycle for ~~certification~~ licensure renewal.

Subsection C

8. ~~If an employee is to be terminated or reassigned based on evaluation performance, the employee will be notified prior to May 1.~~

Written notice of an ineffective performance evaluation shall be provided to the employee no later than April 1. Issuance of such notice shall result in a referral to Human Resources for review and, as appropriate, employment action in accordance with applicable state law, regulations, and Board policy.

18. Article XV—Professional Standards
Section 15.1–Joint Collaboration Council

A FCASA/FCPS Joint Collaboration Council (JCC) shall be established, jointly chaired by a designated representative from FCASA and FCPS. The purpose of such council shall be to:

1. Facilitate information sharing and provide a forum for clarifying questions about upcoming initiatives, updates to practices, and changes in policies, regulations, or procedures. ~~develop annual goals and objectives regarding communication of initiatives and changes in existing practice;~~ and

2. Support mutual understanding between the Superintendent and the unit through effective communication ~~for clarification of current application of policies, regulations, or standard operating procedures within each respective organization.~~

It shall be the responsibility of the designated chairs to appoint up to five (5) representatives from each organization. The JCC shall meet at least twice per year as a whole group ~~establish an annual meeting schedule~~, and jointly agree on agenda items prior to each meeting.

In addition to the two (2) whole group meetings, the FCASA President shall have quarterly meetings with the Superintendent to discuss items of interest. Meeting dates ~~will~~ shall be established by the ~~superintendent and president~~ Superintendent and President of FCASA or their designees.

19. Article XV—Professional Standards
Section 15.6–Health and Safety

A. The Board agrees that it shall make every effort to maintain safe, sanitary, healthful working conditions and shall comply with state and federal regulations pertaining to such issues.

B. Should a unit member feel that a safety problem exists, the unit member shall report it immediately to their immediate supervisor or administrator. An inspection shall be made as soon as possible. The unit member involved shall be advised of the results of the inspection. The Board shall continue to provide and maintain safety equipment and stress the importance of safe conditions.

C. A unit member shall not be required to work at any site designated as hazardous (unsafe or dangerous). The Superintendent, proper administrator or supervisor, or appropriate state or federal agency responsible for overseeing workplace conditions shall determine when a location is hazardous. When this occurs, unit members shall be notified as soon as possible by the worksite administrator.

D. To the extent possible, confidentiality and privacy rights of a unit member shall be preserved and protected. When a work-related incident occurs, and documentation is required, a unit member shall be released from work duties to complete such paperwork.

E. The Board and FCASA shall jointly ensure the enforcement of safety protocols. It is expressly understood that certain roles may involve potential exposure to hazardous materials or environments, thereby requiring strict adherence to safety precautions, including, but not limited to, the use of appropriate protective equipment. The Board is responsible for providing unit members who engage in work-related activities involving hazardous substances, equipment, or conditions with the necessary safety measures, protective clothing, and equipment. Unit members are obligated to utilize such safety measures, protective clothing, and equipment solely for their designated purposes. Unit members shall exercise reasonable care in the handling, storage, and maintenance of such items to prevent damage and to ensure the safety and well-being of themselves and others.

F. Unit members shall report in writing to their immediate supervisor or administrator acts of or threats of physical assault.

G. In the event an immediate supervisor, administrator, or Superintendent designee requires additional information, a unit member shall be released from work duties for the specific purpose of providing such information.

20. Article XV—Professional Standards
Section 15.7–Property Damage

A. Should a unit member's personal property, including clothing, become damaged while performing duties within the scope of employment, including a school sponsored trip or assignment, the Board shall reimburse the unit member for the cost of repair or replacement, up to a maximum of $500 per incident, or in accordance with applicable FCPS regulations, whichever amount is greater.

B. Reimbursement shall be granted only if the damage is directly attributable to the performance of work-related duties and is not incidental to routine work activities.

C. Reimbursement shall not be granted if the possession of the personal property for which reimbursement is sought was not reasonable or appropriate under the circumstances, or if the damage or destruction is deemed unreasonable under the circumstances, or if the damage or destruction results from the negligent or wrongful actions of a unit member.

D. A unit member must submit a written itemized request for reimbursement, accompanied by documentation detailing the cost of repair or replacement, before reimbursement can be considered.

21. Article XVI—Reimbursements
Section 16.1–Education Expenses

C. Courses and programs must be approved by Human Resources thirty (30) days prior to registration for employees to receive reimbursement. If a course is denied, Human Resources staff will work with the employee to identify an acceptable alternative course. Reimbursement shall be made to the employee within ~~forty-five (45)~~ thirty (30) workdays after ~~the Board~~ Human Resources has received all materials of verification.

22. Article XVI—Reimbursements
Section 16.1–Education Expenses

~~E. Salary adjustments earned as a result of increased advanced coursework shall be made effective February 1, July 1, and September 1. Credits for such adjustments must be earned prior to the above mentioned dates. If evidence of successful completion is received within thirty (30) days of the above dates, salary adjustments will be retroactive to that adjustment date.~~

23. Article XVI—Reimbursements
Section 16.1–Education Expenses

H. Whenever the governing or administrative leadership associated with a charter school requires an employee to participate in professional development specific to the charter school, the charter school shall be responsible for the reimbursement for all associated costs, including, but not limited to, registration and training fees, materials, substitute costs, leave, and travel expenses.

24. Article XVI—Reimbursements
Section 16.1–FCNCS Education Expenses for Non-Graduate Course Work

I. FCNCS unit members shall be eligible to receive tuition reimbursement for non-graduate course work up to $1,500 per year under the following conditions:

- For courses taken or training that are job related.
- In pursuit of continuing education at less than graduate level.
- In pursuit of a career change within FCPS.
- Related registration fees and fees associated with competency exams or credits.

FCNCS unit members enrolled in a program leading to teacher licensure in K-12 or other areas identified as technical skilled shortages by FCPS may be eligible for an additional $3,000 per fiscal year.

FCNCS unit members shall follow course approval, reimbursement and repay obligation procedures as outlined in Article 16 of this Agreement with the following notations:

- Reimbursement shall be approved for actively employed FCNCS unit members with proof of payment, verification of a grade of "C" or better or if a pass/fail a verification of pass, and submission of required documents.
- Reimbursement for noncredited and nongraded course work shall be approved for actively employed FCNCS unit members with proof of payment, verification of successful completion, and submission of materials within one (1) month of completion of the class or course.

25. Article XIX—Duration

~~A. This agreement shall be effective July 1, 2025, through June 30, 2026.~~

This Agreement shall be effective July 1, 2026, upon ratification by both parties and approval by the appropriate fiscal authorities, and shall remain in full force and effect through June 30, 2031.

~~B.~~ During the term of this Agreement, FCASA agrees to accept the Insurance Council's recommendations, as recommended by a majority of the designated voting members of the Council.

~~C. For FY 2025 (July 1, 2024 to June 30, 2025) both parties agree to the following reopeners:~~

~~1. Salaries,~~

~~2. Blueprint for Maryland's Future,and (Negotiations shall begin no later than October 1, 2024.), and~~

~~D. For FY 2026 (July 1, 2025 to June 30, 2026) both parties agree to the following reopeners:~~

~~1. Salaries,~~

~~2. Blueprint for Maryland's Future, and~~

~~3. One (1) article from each side. E. The parties agree to meet on or before January 1, 2026, for full negotiations on a new Negotiated Agreement to take effect July 1, 2026 (FY 2027).~~

A. The parties further agree to the following bargaining structure during the term of this Agreement:

1. During FY 2027, for purposes of bargaining for FY 2028, negotiations shall be limited to the following: (1) salary; (2) topics related to FCNCS; (3) Article 17.2, Section A (Terminal Pay); (4) implementation and impacts related to Maryland's Time to Care Act (FAMLI Program); (5) Maryland's Blueprint to Maryland's Future, as necessary; and (6) spousal and/or dependent health insurance benefits following the death of a bargaining unit member resulting from an act of workplace violence occurring during the duty day.

   By mutual written agreement, the parties may negotiate and resolve the topic identified in item #6 above through a Memorandum of Understanding prior to the commencement of the FY 2028 bargaining session.

2. During FY 2028, for purposes of bargaining for FY 2029: Negotiations shall be limited to the following: (1) salary; (2) Maryland's Blueprint to Maryland's Future, as necessary; and (3) one (1) article selected by FCASA and one (1) article selected by the Board.

3. During FY 2029, for purposes of bargaining for FY 2030: Negotiations shall be limited to the following: (1) salary; (2) Maryland's Blueprint to Maryland's Future, as necessary; and (3) one (1) article selected by FCASA and one (1) article selected by the Board.

4. During FY 2030, for purposes of bargaining for FY 2031: Negotiations shall be limited to the following: (1) salary; (2) Maryland's Blueprint to Maryland's Future, as necessary; and (3) two (2) articles selected by FCASA and two (2) articles selected by the Board.

5. During FY 2031, for purposes of bargaining for FY 2032: The parties shall engage in full successor agreement negotiations.

B. For purposes of this article, an "article" shall mean a proposed amendment, addition, deletion, or modification to a current contract article other than salary.

C. Nothing herein shall prohibit the parties from mutually agreeing in writing to bargain additional items during any fiscal year covered by this Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK.

Board of Education of Frederick County
and
Frederick County Administrative and Supervisory Association

The undersigned acknowledge that tentative agreement has been reached as a result of good faith negotiations between the authorized representatives of the Frederick County Administrative and Supervisory Association and the Board of Education of Frederick County (hereinafter referred to individually as "Party" and collectively as the "Parties").

Except as expressly modified by this Agreement, all existing provisions of the negotiated agreement shall remain unchanged and in full force and effect.

The Parties further acknowledge and agree that during the negotiations which resulted in this Agreement, each Party had the unlimited right and opportunity to make demands, proposals, and counterproposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements reached by the Parties are fully set forth herein.

Accordingly, for the duration of this Agreement, each Party voluntarily and unequivocally waives the right to bargain collectively with respect to any subject or matter referred to, discussed, proposed, rejected, or which could have been raised during negotiations leading to this Agreement, except as otherwise expressly provided herein or as required by applicable law.

The Parties further recognize that this tentative agreement is subject to ratification by the appropriate representatives of each Party and approval and funding by the applicable fiscal authorities.

Upon full ratification and funding, the provisions of this Agreement shall become effective July 1, 2026, and shall remain in full force and effect through June 30, 2031, unless otherwise modified by mutual written agreement of the Parties or as required by law.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by an authorized representative on this **18th day of May 2026.**

FREDERICK COUNTY ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

Dan Besseck, Chief Negotiator
6-1-26

BOARD OF EDUCATION OF FREDERICK COUNTY

Tim Thornburg, Chief Negotiator
6/3/24

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	5. Board Items
Subject	5.02 Policy 107, Office of the Ombuds - Suspension
Type	Information, Discussion, Action
Suggested Action	Board approval of Resolution Regarding the Suspension of Board of Education Policy 107.
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:
Suspension of Policy 107.

PROCESS STATEMENT:
Policy 107, Office of the Ombuds - Suspension Resolution is presented today for the Board of Education's approval.

PRESENTER(S) & TITLE(S):
Steven N. Blivess, Esq., Chief Legal Counsel

SUBMITTED BY:
Steven N. Blivess, Esq., Chief Legal Counsel

ATTACHMENT(S):
2026.06.24 Policy 107 Suspend.pdf

BOARD OF EDUCATION OF FREDERICK COUNTY
191 South East Street
Frederick, Maryland 21701

Dean Rose
President

Telephone 240-586-8905
Fax 240-586-8949

RESOLUTION

REGARDING THE SUSPENSION OF BOARD OF EDUCATION POLICY 107

WHEREAS, the Board of Education of Frederick County, Maryland (the "Board"), adopted Policy 107, *Office of the Ombuds*, on November 14, 2018 and revised said Policy on June 12, 2019 (the "Policy"); and

WHEREAS, with the adoption of the Fiscal Year 2026-2027 budget, the Board has revised the scope and role of the Ombuds; and

WHEREAS, Board Policy 114, *Policy Development*, at Paragraph D(8) authorizes the suspension of a policy to allow the Board's Policy Committee to consider whether an exigent circumstance with systemic implications requires action to be taken upon the policy;

BE IT RESOLVED that the Board has determined that the revisions in the scope and role of the Ombuds constitute an exigent circumstance with systemic implications warranting the suspension of the Policy; and

BE IT FURTHER RESOLVED that the Board directs the Policy Committee to review the Policy to make the appropriate recommendation to the Board regarding revision or decommission of the Policy; and

BE IT FURTHER RESOLVED that Policy shall be suspended effective at 11:59:59 P.M. on June 30, 2026 and shall remain suspended until such time as the Policy Committee makes its recommendation to the Board and the Board acts upon that recommendation; and

BE IT FURTHER RESOLVED that this Resolution is held permanently in the minutes and records of this Board.

On this day, the 24th day of June, 2026.

_____
Dean Rose, Board President

_____
Rae Gallagher, Board Vice President

Colt Black, Board Member

Jamie Brennan, Board Member

Janie Monier, Board Member

Chad Wilson, Sr., Board Member

Karen Yoho, Board Member

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	6. Setting of the Next Meeting Agenda
Subject	6.01 Setting the Agenda for the July 8, 2026 Board of Education Meeting
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	7. Committee Reports and Legislative Updates
Subject	7.01 Legislative Updates
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	7. Committee Reports and Legislative Updates
Subject	7.02 Policy Committee Report
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	7. Committee Reports and Legislative Updates
Subject	7.03 Curriculum & Instruction Committee Report
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	7. Committee Reports and Legislative Updates
Subject	7.04 Committee Reports
Type	Information

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	8. Informational Items
Subject	8.01 Quarterly Agenda for Board Meetings
Type	Information

ATTACHMENT(S):
06.24.26 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:
- Information Items (Information)
- RFP 26C5, Relocation of Portable Classrooms (Action)
- RFP 23FS4, Kitchen and Serving Line Equipment, Smallwares, Parts Design and/or Installation (Renewal) Action
- RFP 26MISC6, Natural Gas (Action)

- Work-Based Learning Experiences Grant (JB) (Information/Discussion/Action)
- Academic Calendar Weather Closures (EP) (Information/Discussion/Action)
- Special Education Update (JB) (Information)
- 2026-2027 Board of Education Meeting Dates Revision (DR) (Information/Discussion/Action)

Policy Items:

System Recognitions:

- Pupil Personnel Workers (PPW) Month Proclamation (JB) (Action)
- Children's Mental Health Awareness Week (JB) and National Physical Education and Sport Week Proclamation (KH) (Action)
- Student Member of the Board Medal Presentation (DR) (Information/Discussion)

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 Item (Information)
- Bid Items (Action)
- Renewal Items (Action)
- Maryland Interagency Commission on School Construction (Agenda Request) (KY)
- Personal Mobile Devices Update (Agenda Request) (JA) (Information/Discussion)

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 Operating 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:
- Information Items (Information)
- Bid Items (Action)
- Renewal Items (Action)
- 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:
System Recognitions:
Consent Items:
- Staffing Changes (SS) (Action/Consent)

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

Evening:
- Fiscal Year 2027 Approval of Operating Budget, Food & Nutrition Services Budget, Capital Budget, Self-Insurance Fund Budget and Artificial Turf 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:
- Information Items (Information)
- Bid Items (Action)
- MSDE Grow Your Own Grant (KH) (SS) (Information/Discussion/Action)
- Youth Apprenticeship (Agenda Request) (KH) (Information/Discussion)
- Carroll Creek Montessori Public Charter School, Frederick Classical Charter School, & Sabillasville Environmental School Charter School Agreements (SB) (Information/Discussion/Action)

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

System Recognitions:
- Recognition of Student Member of the Board (DR) (Information/Discussion/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)
- Policy 107, Office of the Ombuds - Suspension (SB) (Information/Discussion/Action) - ***Evening***

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	8. Informational Items
Subject	8.02 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):

AgendaRequestCurriculum_flat.pdf
AgendaRequestHeatherRidge_flat.pdf
AgendaRequestBillofRights_flat.pdf
AgendaRequestPolicy403_flat.pdf

Request to Add an Agenda Item

Clear Form

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

Form # BOE-F01
September 2023

Topic: Staff presentation and discussion regarding Curriculum Equity across our system. Student access to CTE, AP, Dual Enrollment, and Early College programs.

Policy: Policy 444

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

Recommended Action (Information, Discussion, Action):
Information and Discussion

Submitted by: Dean Rose **Date Submitted:** 06/09/2026

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

1. Jaime Brennan
2. Chad Wilson

Request to Add an Agenda Item

Clear Form

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

Form # BOE-F01
September 2023

Topic: Presentation by FCPS Staff on the evolution of our Heather Ridge School. A discussion of challenges, successes, and the role the school plays in student outcomes.

Policy: Policy 417

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

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   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

Recommended Action (Information, Discussion, Action):
Information, Discussion

Submitted by: Dean Rose **Date Submitted:** 06/09/2026

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

1. Jaime Brennan
2. Chad Wilson

Request to Add an Agenda Item

Clear Form

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

Form # BOE-F01
September 2023

Topic: Information, Discussion, and possible Action regarding The MSEA ESP Bill of Rights.

Policy: Policy 300

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.

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☐ **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.

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   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

Recommended Action (Information, Discussion, Action):
Information, Discussion, Action - The Board will consider a vote to support The MSEA ESP Bill of Rights.

Submitted by: Dean Rose **Date Submitted:** 06/09/2026

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

1. Jaime Brennan
2. Chad Wilson

Request to Add an Agenda Item

Clear Form

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

Form # BOE-F01
September 2023

Topic: Information and discussion with staff, teachers, and school administrators regarding the Student Code of Conduct, Policy 403, Regulation 403-01. and the Parent Student Handbook. Possible Action in order to form a formal Classroom Management/Discipline Workgroup in order to address classroom behavior issues.

Policy: Policy 403 & Student Code of Conduct

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.

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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

Recommended Action (Information, Discussion, Action):
Information, Discussion, Action - Consider the formation of a Classroom Management and Discipline Workgroup.

Submitted by: Dean Rose **Date Submitted:** 06/09/2026

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

1. Jaime Brennan
2. Chad Wilson

Board of Education of Frederick County

Agenda Item Details

Meeting	June 24, 2026 - Board of Education Meeting
Category	9. Adjournment
Subject	9.01 Adjournment
Type	Procedure