

**PUBLIC CHARTER SCHOOL AGREEMENT**  
**between**  
**BOARD OF EDUCATION OF CHARLES COUNTY**  
**and**  
**PHOENIX INTERNATIONAL INCORPORATION**  
**to operate**  
**PHOENIX INTERNATIONAL SCHOOL OF THE ARTS**

This agreement (hereinafter “Charter”) is hereby established by and between the Board of Education of Charles County (hereinafter “County Board”) on behalf of Charles County Public Schools (hereinafter “CCPS”) and Phoenix International Incorporation on behalf of the Phoenix International School of the Arts (hereinafter collectively “Charter School” or “PISOTA”), collectively referred to as “the Parties” in this Charter, to operate a public charter school within CCPS.

**WHEREAS**, PISOTA desires to operate within CCPS in conformance with Title 9, "Maryland Public Charter School Program," §§ 9-101 – 9-112 of the Education Article of the Annotated Code of Maryland and County Board policies; and

**WHEREAS**, PISOTA filed a Charter Application in December 2020 (hereinafter “Application”) which was approved by the County Board on April 26, 2021, under conditions set forth in the approval, attached herein as Exhibit “A”; and

**WHEREAS**, the parties entered into a Charter in December 2021, which is being amended through this revised Charter; and

**WHEREAS**, the Parties have agreed to open PISOTA for students in the 2023-2024 school year under the terms set out in this Charter and in the Application; and

**WHEREAS**, the Parties agree that the Application, which is incorporated by reference herein, and this Charter, along with any attachments, constitute the full agreement between the Parties regarding the governance and operation of PISOTA;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in the Application and this Charter, and in accordance with state law and County Board policy, the Parties agree as follows:

1.0 **Parties**

1.1 This Charter is entered into between PISOTA, a Maryland not-for-profit corporation, and the County Board, a body politic and corporate.

1.2 PISOTA shall be governed by a Board of Trustees consisting of at least five individuals (hereinafter “Governing Board”), one of whom shall be designated Chairperson. The County Board shall be provided the names, current mailing addresses and current e-mail addresses of those individuals serving on the Governing Board, including the same information for any new or additional individuals added to the Governing Board at all times the Charter is in effect. PISOTA shall promptly and regularly revise such list to reflect any changes in the membership of the Board.

1.3 The members of the Governing Board shall comply with the Board of Trustees Conflict of Interest Policy as stated in the Application and that each member of the Governing Board shall file (or will timely file) a statement certifying that his or her involvement with PISOTA presents no conflict of interest under that policy.

1.4 The members of the Governing Board shall be subjected to any criminal background check or other background check generally required for CCPS employees at the County Board’s expense. Based on the results of the background checks and any subsequent

updates, the County Board reserves the right, in its sole judgment, to require that such Board member not have direct, unsupervised, and uncontrolled access to students, that such Board member, that such board member be escorted by a PISOTA or CCPS staff member and remain with that board member at all times during the activity or if the Board member has been convicted of, or pled guilty or nolo contendere to certain sexual offenses, child abuse offenses and crimes of violence, refuse participation by the subject board member of the Governing Board in any CCPS- or PISOTA-sponsored activities involving CCPS students or entry into any CCPS or PISOTA facilities where CCPS students are present.

1.5 The Governing Board will have authority for operational decisions of PISOTA as provided in this Charter. The Governing Board agrees and understands that the decisions of the Governing Board may not violate or conflict with state and federal law or regulations, regulations of the Maryland State Board of Education (hereinafter “State Board”), directives issued by the State Superintendent of Schools and the Maryland State Department of Education (hereinafter “MSDE”), and/or County Board policies and administrative procedures, unless a written waiver is provided by the State Board, MSDE, and/or the County Board as applicable. In no event shall the Governing Board delegate its governing authority or the responsibility for the performance of PISOTA to another entity. Nothing in the paragraph shall preclude PISOTA from contracting with outside entities to perform specific defined functions to assist in its performance under the Charter.

1.6 The person authorized to sign this Charter and any subsequent amendments on behalf of PISOTA is the Chairperson of the Governing Board, who affirms as a condition of this Charter that he/she is the representative of PISOTA and has authority to sign this Charter on behalf of PISOTA and the Governing Board.

1.7 Upon execution of this Charter, the Governing Board agrees to appoint an Executive Director of PISOTA (hereinafter “Executive Director”) and to notify the County Board immediately upon any change to the Executive Director. The Executive Director shall be subjected to any criminal background check or other background check generally required for CCPS employees at the County Board’s expense. Based on the results of the background checks and any subsequent updates only, the County Board reserves the right, in its sole judgment, to reject the appointment or continued services of any individual as the Executive Director. The Executive Director may serve on the Governing Board. The Executive Director shall have the authority to speak on behalf of the Governing Board in all matters concerning the operation of PISOTA and the implementation of this Charter.

1.8 The person authorized to sign this Charter and any amendments on behalf of the County Board is the Chairperson of the Board of Education of Charles County. The Superintendent of CCPS shall have the authority to oversee the performance and implementation of this Charter by PISOTA and to speak on behalf of the Board in all matters concerning the operation of PISOTA and the implementation of this Charter.

1.9 No material amendment to this Charter shall be valid without the written approval of the Governing Board and the County Board.

1.10 Other than in Section 1.7, the reference to “Superintendent” in this Charter shall include any designee of the Superintendent.

## 2.0 **Operations of PISOTA**

2.1 PISOTA shall be operated as a non-profit public benefit organization formed and organized pursuant to Maryland’s definition of Nonprofit Organization and shall be responsible

for all functions of PISOTA in accordance with the terms and conditions set forth in this Charter and the Application.

2.2 PISOTA acknowledges that failure to act as a nonprofit organization shall be grounds for revocation of this Charter.

2.3 PISOTA affirms, as a condition of this agreement, that its Governing Board members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as members of such a board, except that the Executive Director, even if serving as a member of the Governing Board, may be provided a reasonable salary and benefits for fulfilling that role.

3.0 **Compliance with Laws, Regulations, Policies and Rules**

3.1 PISOTA shall comply with the provisions of local, state and federal law and regulations, including COMAR, governing other public schools, pursuant to the Maryland Charter School Law. PISOTA shall comply with all current and adopted County Board policies and Superintendent's rules that are not in conflict with or pre-empted by this Charter or unless otherwise waived. PISOTA will be notified of new policies and rules in the same manner as other CCPS public schools.

3.2 Any state waiver requests made by PISOTA and granted by the State Board or MSDE that are unopposed by the County Board shall be acknowledged in writing by the County Board and incorporated into this Charter upon the granting of the state waiver by the State Board or MSDE. If PISOTA requests a state waiver and the County Board opposes such waiver request, PISOTA agrees that the proposed waiver shall not be incorporated into this Charter unless and until there is a final decision by the State Board or MSDE granting the waiver.

PISOTA agrees that it will not make any waiver request deemed by state law or regulation, State Board decision, or any judicial order to be illegal or improper, including but not limited to waiver requests for: audit requirements; state assessments; and the health, safety, or civil rights of a student or an employee of the Charter School.

3.3 It is the intent of PISOTA to operate the Charter School with the greatest degree of autonomy and freedom afforded under Maryland state law so as to better fulfill its mission. In the event that changes to Maryland law, State Board legal opinions or regulations, or other rulings mandate that the County Board must provide greater autonomy and freedom, no part of this Charter shall be interpreted to mean that PISOTA has negotiated away the ability to operate in accordance with those future rulings that require additional latitude. The Charter School and the County Board shall have the right to operate in accordance with future rulings after those rulings are issued.

3.4 PISOTA may not discriminate against any individual in violation of federal or state law or regulation or in violation of the County Board's nondiscrimination policy. At all times and in all manner, PISOTA shall abide by the County Board's non-discrimination policy.

#### 4.0 **Application**

4.1 Incorporated as Exhibit B, herein and by reference, is a true and correct copy of the Application voted on by the County Board on April 26, 2021. The Parties expressly agree that the Application sets forth the overall goals, standards and general operational policies of PISOTA and is integral to establishing the terms, conditions and performance expectations that governs this Charter. The Application shall be enforced through this Charter to the extent that the Application does not conflict with the terms set forth in this Charter. In any conflict between

the Application and the Charter, the terms in this Charter prevail.

4.2 PISOTA's mission statement is approved as presented in the Application. Any change to the mission statement as approved shall be considered a material amendment to the Charter and subject to the County Board's approval.

4.3 PISOTA shall operate consistent with the terms of the Application, this Charter, and applicable law. The Governing Board shall govern and manage PISOTA in a fiscally responsible manner and shall achieve the student outcomes set out in the Application and this Charter.

#### 5.0 **Student Enrollment**

5.1 PISOTA shall serve grades 6-8 in school year 2023-2024 and in subsequent years for the term of this Charter.

5.2 PISOTA shall serve up to 150 students in the 2023-2024 school year and up to 240 students in each subsequent year. Any student enrollment above these levels must be approved in advance of the enrollment by the Superintendent. The agreement by the Superintendent to accept an enrollment above these levels in any school year or at any time does not obligate such acceptance in subsequent school years or at other times.

5.3 At no time may student enrollment exceed the maximum number of students approved by the Board, the state, or the county to occupy the school facility.

5.5 PISOTA shall maintain a student-teacher ratio reasonably consistent with its approved Application.

5.6 Students may transfer from PISOTA to another CCPS school or other school or education program at any time. PISOTA shall refer students seeking to transfer out of PISOTA

to the CCPS Office of Student Services. Students may not transfer into PISOTA after the first day of the school year without the express permission of the CCPS Office of Student Services, which may allow the transfer in the Superintendent's sole judgment.

5.7 PISOTA shall ensure that student enrollment information is kept up-to-date. PISOTA shall have access to and use the CCPS Synergy platform (or the current platform as implemented by CCPS during the term of this Charter, hereinafter referred to as "Synergy") and shall promptly notify the CCPS Office of Student Services of any necessary changes to a student's name, home address, residency, enrollment status, or other information listed in the platform. PISOTA may not unilaterally change this information in Synergy.

## 6.0 **Student Admissions**

6.1 PISOTA shall be open to all students who are enrolled in CCPS for the grade levels operated by the Charter School on a space-available basis, including non-Charles County residents who are enrolled in CCPS. No other criteria for acceptance into the Charter School shall be established. PISOTA may not charge any fee for attendance or admission to the Charter School. PISOTA may not discriminate against any CCPS individual concerning enrollment in violation of the County Board's nondiscrimination policy. Student recruitment and enrollment decisions shall be made without regard to a student's status as an English language learner, disability or need for special education services, academic ability, or previous disciplinary record.

6.2 PISOTA shall create a General Enrollment Application as detailed in the PISOTA's Application as approved by the County Board. The final version of the General Enrollment Application shall be reviewed and approved by the Superintendent. The process and



deadline for students to apply to PISOTA shall be widely disseminated throughout Charles County.

6.3 Students who are currently enrolled in PISOTA and who remain eligible to attend the following school year shall not be required to reapply but may be required by a date chosen by PISOTA, but no later than March 1 each year, to indicate their intent to continue enrollment at the school for the following school year.

6.4 Enrollment preferences are permitted for (a) children of the Charter School's founders (i.e., those founders as identified in the Charter Application approved by the County Board); (b) children of Board Members of PISOTA; (c) children of CCPS employees assigned to the Charter School; and (d) siblings of students already admitted to or then currently attending the Charter School. Subsequent to those preferences being implemented, if the number of qualified applicants exceeds capacity in the Charter School, a random lottery process must be used. The lottery shall be held at public meeting, duly advertised and noticed, no later than March 1 each year. The Superintendent shall be directly notified of the date and time of the public lottery. The lottery shall be conducted in a manner that adheres to state and federal requirements.

6.5 PISOTA may maintain a waitlist of students who may be admitted as space becomes available prior to the first day of school. PISOTA shall provide an updated copy of the waitlist to the CCPS Office of Student Services.

## 7.0 **School Calendar, Hours of Operation, and Daily Schedule**

7.1 PISOTA shall operate in accordance with the CCPS calendar as adopted by the County Board and consistent with the requirements of the Education Article and COMAR.

PISOTA will comply with all CCPS decisions regarding delayed system-wide openings, closures and early dismissals, except if specifically granted a waiver by the Superintendent.

7.2 PISOTA's hours of operation for school on each day shall be dependent on transportation services for students to and from the school each school day, which shall be determined by CCPS.

7.3 PISOTA shall submit for approval by the Superintendent any plan to conduct programs outside the regular CCPS school calendar or school hours, including but not limited to summer programs and evening programs. Any such programs which may request or require employees to report for work at times inconsistent with the applicable Negotiated Agreements shall require agreement by the County Board and the applicable employee association. Nothing in this paragraph shall preclude PISOTA from use of its buildings for PISOTA sponsored programming that is open to the community. Such programming shall not be staffed by CCPS personnel and may take place year-round.

7.4 PISOTA shall submit to the Superintendent a copy of the daily schedule for students at the start of each school year and as changes are made. The daily schedule shall account for sufficient hours of instruction for students to meet state and CCPS standards and the requirements set forth in the Performance Expectations Agreement adopted as part of this Charter.

## 8.0 **Extracurricular Activities**

8.1 PISOTA may provide students with extracurricular activities consistent with its mission. An enrolled student will not be eligible to participate in extracurricular activities unless deemed eligible under County Board policies and Superintendent's rules.

8.2 PISOTA shall not require any enrolled student to pay a fee for participation in extracurricular activities unless the fee is approved in advance by the Superintendent. PISOTA shall make provisions for those students of economic disadvantage.

#### 9.0 **Student Discipline**

9.1 PISOTA shall comply with all applicable state and federal laws the County Board's policies, and the Superintendent's rules and guidelines related to student discipline, including due process provisions, and shall comply with the CCPS Code of Student Conduct as updated each school year. CCPS specifically acknowledges that PISOTA may implement discipline consistent with the terms of its charter application.

9.2 Any appeals from student discipline decisions made at the Charter School may be filed with the CCPS Office of School Administration, and subsequently with the County Board. PISOTA shall comply with any decisions and directives concerning the appeals.

9.3 CCPS shall provide PISOTA with a copy of the CCPS Code of Student Conduct for each enrolled student and for each teacher, in the same manner as it does for other CCPS schools.

9.4 PISOTA shall report all student discipline information and data as required by the CCPS Office of Student Services to the same extent that the information and data is required for other CCPS schools.

#### 10.0 **Safe and Secure Environment**

10.1 PISOTA shall be responsible for maintaining a safe and secure learning and working environment for its students and staff. This responsibility is essential and includes but

is not limited to the physical health and safety of individuals, the security of the physical facility, and adherence to all laws, regulations, County Board polices, and Superintendent's rules concerning: maintenance; safety hazards; fire codes; and use or possession of weapons, tobacco, or illegal drugs or controlled dangerous substances.

10.2 No prohibited or hazardous materials may be used in the construction, maintenance, or operation of the facility, or in any provision of services by PISOTA as part of this Charter, unless expressly permitted by the Superintendent. Hazardous materials include but is not limited to chemicals used in science lab instruction and in cleaning and maintenance of the facility. Violation of this provision is grounds for revocation of the Charter in accordance with the terms of this Charter, subject to reasonable notice and opportunity to cure.

10.3 PISOTA shall ensure that the Charter School conducts monthly fire drills and other safety drills as required by the state, county, County Board, and Superintendent and shall maintain records of these drills. Verification that required drills have been completed must be reported to CCPS.

10.4 PISOTA must implement an emergency plan approved by CCPS. At a minimum, the plan shall include the same details required by all other CCPS school facilities. CCPS shall assist in the development of the emergency plan.

10.5 If a violation related to safety and security is found, PISOTA shall immediately correct the violation to the satisfaction of the authority citing the violation. PISOTA shall bear all costs associated with correcting the violation. In the event that PISOTA fails to correct the violation within the time frame directed by the applicable authority, the County Board may revoke the Charter Agreement.

10.6 PISOTA shall promptly notify the CCPS Office of School Administration

anytime a 911 emergency call is placed from the school and anytime emergency services (including police, fire, or ambulatory services) arrive at the school facility.

10.7 The County Board will work with the Sheriff's Office to ensure that adequate local law enforcement coverage will be provided to PISOTA as required by state law.

10.8 PISOTA shall require all visitors (i.e., non-students, non-employees, non-CCPS staff) to the school facility sign in through the CCPS-mandated visitor management system in the Charter School's main office. The CCPS shall provide the computer system and shall provide training to appropriate PISOTA staff on the use of the program. At no time may PISOTA staff allow entry into the Charter School to anyone flagged by the program without first consulting with a school administrator.

10.9 PISOTA shall ensure that any complaints it receives under Title IX shall be reported to the CCPS Office of Student Services. PISOTA shall ensure that any other complaints it receives concerning unsafe conditions at the school or in any PISOTA program or activity shall be reported to the Superintendent. PISOTA shall maintain any documentation in any form concerning the complaint until further direction is provided by the Superintendent.

#### 11.0 **Student Health and Welfare**

11.1 PISOTA shall comply with all applicable federal and state laws and regulations, as well as County Board policies, Superintendent's rules, and CCPS procedures and practices concerning student welfare, including but not limited to state laws regarding the reporting of child abuse and neglect to the mandated agencies. PISOTA shall provide documentation of these reports to the CCPS Office of Student Services as these reports are made, as well as upon request.

11.2 PISOTA shall comply with all applicable federal and state laws and regulations, as well as County Board policies, Superintendent's rules, and CCPS procedures and practices concerning student health, including but not limited to the provision of student emergency care; services for students with allergies, diabetes, and other medical needs; and other health assistance to students as required by law, regulations, policies and rules. CCPS shall assist in providing the same information and support as provided to other CCPS schools.

11.3 PISOTA shall be assigned a school nurse in the same manner and to the same extent as other CCPS schools. PISOTA shall be provided nursing office supplies and equipment equivalent to supplies and equipment provided to other CCPS schools. PISOTA shall reimburse CCPS for the costs associated with the nurse and the supplies and equipment.

11.4 The principal shall notify the CCPS Office of Student Services if the principal receives a reportable offense under § 7-303 of the Education Article. The principal shall share all relevant information with the Office of Student Services upon request.

11.5 The principal shall notify the CCPS Office of Student Services if the principal receives a Bullying, Harassment or Intimidation Reporting form from a student, a parent/guardian, a close adult relative of a student, or a staff member. The principal shall share all relevant information with the Office of Student Services upon request.

11.6 PISOTA shall ensure that students are at all times properly supervised while at school or participating in school-sponsored activities. This shall include escorting students when those students need to access the elevator in the facility.

## 12.0 **Educational Program**

12.1 PISOTA 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.

12.2 The educational program shall be designed as described in the Application using the curriculum described in the Application, which shall align to the Maryland College and Career Readiness Standards and any other state standards as determined by the State Board. PISOTA Charter School shall have the right to make reasonable modifications to its curriculum to permit the Charter 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 County Board.

12.3 The County Board recognizes that the instructional staff must have reasonable flexibility to create, obtain and use worksheets and similar classroom materials within the curriculum. PISOTA staff may use instructional materials and tools that are consistent with the approved curriculum to the extent that such instructional materials and tools are approved by the principal of the Charter School.

12.4 PISOTA shall provide all services, activities and facilities necessary to support its educational program as well as all materials of instruction, staff development, furniture and technology necessary to provide its educational program.

12.5 PISOTA shall adopt student content and performance standards for all subject areas at all grades served by the School.

12.6 Unless approved in advance by the Superintendent, all curriculum-related PISOTA instruction shall be conducted in-person at the facility or through a school-sponsored field trip. Instruction shall not be conducted virtually without prior approval by the Superintendent.

### 13.0 **Student Assessments**

13.1 In order to assess whether students in the Charter School have attained specific levels of achievement, as well as the effectiveness of the Charter School, the County Board and PISOTA will collaborate in creating a Performance Expectations Agreement that will be a part of this Charter and will identify the Parties' expectations regarding the academic performance of students enrolled in the Charter School.

13.2 PISOTA shall implement the plan for assessing student performance under the Performance Expectations Agreement, which shall include PISOTA's curriculum, which the parties acknowledge is distinct from the curriculum of CCPS. At a minimum, PISOTA shall administer the Maryland State Assessments and any other assessments shall be subject to waiver or subject to the Performance Expectation Agreement. PISOTA shall comply with all training and security requirements of the State Board and MSDE and CCPS regarding State testing, including all appropriate documentation and certifications mandated by MSDE. PISOTA agrees that it shall immediately report any violation of state testing protocols to the Superintendent and shall cooperate in any MSDE or CCPS investigation of and decisions regarding the violation.

13.3 PISOTA shall maintain records of the number and length of student assessments and shall not exceed the maximum number or length of student assessments allowed by state law, regulations, MSDE directives, or the County Board.



13.4 PISOTA shall certify annually that students have participated in the State testing program pursuant to testing procedures and State requirements.

13.5 PISOTA shall share all information concerning student assessments to CCPS upon request.

14.0 **Special Populations (Special Education and Section 504)**

14.1 The Parties agree that special education services provided to eligible students attending the Charter School will be provided by the County Board and therefore, no portion of County Board's special education budget shall be included in the funding disbursed to the Charter School under the terms of this Charter.

14.2 PISOTA shall cooperate with CCPS in ensuring that appropriate services are provided to students with IEPs and Section 504 Plans. PISOTA shall maintain all appropriate documentation and shall meet all mandates and timelines as required by law or regulations, County Board policies, Superintendent's rules, or at the direction of the Superintendent.

14.3 PISOTA shall cooperation with CCPS in holding all meetings and providing proper notifications to parents/guardians concerning special education and Section 504 services.

14.4 PISOTA shall immediately report to the Superintendent any complaints raised about or issues in meeting the requirements of this session.

15.0 **Technology**

15.1 PISOTA shall maintain at its own expense a level of technology at least equal to that of other middle schools within CCPS. PISOTA shall be responsible at its own expense for maintaining sufficient technology in working condition, which may be required to conduct any

and all required statewide or CCPS assessments, including ensuring that technology is capable of accessing the internet, if necessary, for administration of required statewide or CCPS assessments. PISOTA may use the Per Student Allocation provided by CCPS under this Charter for these expenses.

15.2 PISOTA shall utilize existing CCPS technologies for payroll and student record keeping at CCPS's expense. In order to access these technologies, PISOTA shall become part of the School System Wide Area Network (WAN) and the School System domain. CCPS shall provide technology support at no cost to PISOTA to ensure that PISOTA can access the existing technologies in this section.

#### 16.0 **Student Information and Legal Documentation**

16.1 PISOTA shall comply with all requirements of federal and state laws and regulations and County Board policies and Superintendent's rules concerning maintaining students records and confidentiality of student information.

16.2 Prior to sharing any personally identifiable information regarding students with any non-CCPS employee, PISOTA shall consult with the CCPS Office of Student Services concerning the rights of the non-CCPS employee to have access to the information.

16.3 PISOTA shall immediately notify the CCPS of Communications any time a request is made for information under the Maryland Public Information Act. PISOTA shall cooperate with CCPS in responding to the request and in providing any information that must be provided under the Act, as determined by CCPS.

16.4 PISOTA shall provide the CCPS Office of Student Services copies of any custody orders, court orders, or other documentation concerning the rights of custodial or noncustodial

parents/guardians. PISOTA shall ensure that any individual attempting to sign out or remove a student from the facility has the legal authority to do so.

## 17.0 **Employment and Staffing**

### 17.1 Employees

17.1.1 Employees of the Charter School (hereinafter “employee” or “employees”) are employees of the County Board and CCPS, except as provided below.

17.1.2 The Executive Director shall not be considered an employee of the County Board or CCPS.

17.1.3 PISOTA may directly retain, hire, and employ professional or support personnel to fulfill its mission and obligations separate and apart from PISOTA’s educational program and obligation to the County Board, including but not limited to consultants and clerical support staff not assigned to the Charter School facility. These individuals shall not be considered employees of the County Board or CCPS.

17.1.4 PISOTA may contract with non-CCPS employees to provide limited services to the Charter School, as further defined in this Charter. PISOTA may also allow volunteers to provide limited services to the Charter School. Any contractual worker or volunteer shall not be considered employees of the County Board or CCPS. The County Board and CCPS bear no liability for payment of salary or benefits for these individuals, and they are not entitled to employment with the County Board or CCPS. Further, the County Board and CCPS are neither responsible nor liable for any claims any of these individuals may file against PISOTA relating to the terms and conditions of their relationship with PISOTA.

## 17.2 Recruitment, Hiring, and Assignment of Staff

17.2.1 PISOTA may recruit and recommend for hiring all employees, subject to the final approval of the Superintendent, and where required by law, the County Board, pursuant to school system policies and procedures. PISOTA may not provide any assurances to any prospective employee on behalf of CCPS.

17.2.2 No principal, assistant principal, teacher, or other staff member, may be assigned to or reassigned from PISOTA without prior collaboration and input from the Executive Director. CCPS and the Executive Director will cooperate in good faith in all decisions on an employee's assignment to or reassignment from PISOTA and any discipline of the employee. However, the final decision as to the assignment, reassignment, and discipline of an employee shall be made by the Superintendent and, where required by law, the County Board.

17.2.3 CCPS agrees to include PISOTA in any internal transfer fair as well as any other internal notifications of openings for current employees seeking transfers.

17.2.4 All newly hired employees assigned to PISOTA must be allowed to participate in any training required by CCPS for other similarly situated new CCPS employees, including but not limited to New Teacher Orientation programs and Safe School training.

## 17.3 Required Positions

17.3.1 At a minimum, PISOTA shall have staff positions for the following: a principal, at least one assistant principal or administrative intern, a secretary to the principal, a school counselor, a computer analyst, a school nurse, a full-time food service manager, and a building service manager.

17.3.2 The principal shall identify a staff member to serve in the following roles: financial secretary; attendance secretary; testing coordinator; Synergy coordinator; Title IX coordinators (two different staff members, preferably one male and one female); IEP facilitator; and Section 504 coordinator. These staff members may serve other roles as well. CCPS shall provide training for the individuals assigned to these roles.

17.3.3 PISOTA may request assignment of staff to other positions as deemed necessary by the Executive Director and principals for effective school operations.

#### 17.4 Rights of Employees

17.4.1 Employees assigned to PISOTA shall have the same rights as other CCPS employees.

17.4.2 Employees assigned to PISOTA shall be covered by the applicable Negotiated Agreements with the Education Association of Charles County (EACC) and the American Federation of State, County, and Municipal Employees (AFSCME), as provided by law (“hereinafter “Negotiated Agreements”). PISOTA may request to negotiate changes to the Negotiated Agreements. Those requests shall be made to the Superintendent and to the applicable association.

#### 17.5 Compensation and Benefits

17.5.1 The compensation and benefits for employees assigned to PISOTA shall be consistent with compensation and benefits provided to other employees of CCPS and the County Board holding similar positions, unless otherwise negotiated with the County Board and the EACC or AFSCME, as appropriate.

17.5.2 PISOTA shall not provide any other salary or benefit to employees assigned to the Charter School, unless approved by the Superintendent.

## 17.6 Evaluation of School Staff

17.6.1 PISOTA's principal shall have the primary responsibility for evaluating and supervising the employees at the Charter School. All teachers, administrators, and support staff assigned to PISOTA must be evaluated in the same manner (including the same format, timelines, and process) used for other CCPS personnel holding similar positions and in accordance with the relevant Negotiated Agreements.

17.6.2 PISOTA's principal shall be evaluated by CCPS in the same manner used for other CCPS principals. The Executive Director shall be consulted as part of this evaluation and may provide input. PISOTA agrees to allow all necessary access to the Charter School facility, data, and other information in order to allow for the principal's evaluation to be properly conducted.

## 17.7 Employee Wrongdoing and Discipline

17.7.1 The principal has the authority to issue employee discipline for misconduct in office, insubordination, immorality, incompetency, or willful neglect of duty, as provided by and in accordance with state law and regulations, County Board policies, Superintendent's rules, and the applicable Negotiated Agreement. The principal may issue verbal warnings, written warnings, and written reprimands as deemed appropriate by the principal, in consultation with the Executive Director and the CCPS Office of Human Resources. The principal shall provide appropriate due process prior to disciplining any employee.

17.7.2 PISOTA shall notify the CCPS Office of Human Resources any time the principal determines that an employee should be warned or reprimanded in writing. The principal shall ensure that due process is provided to the employee prior to the discipline.

A copy of the written letter of warning or reprimand shall be provided to the employee and the CCPS Office of Human Resources.

17.7.3 At any time if the Superintendent, or the CCPS Office of Human Resources, or the CCPS Office of Safety and Security determines that an employee-related matter warrants investigation, PISOTA shall cooperate with the investigation. CCPS reserves the right to remove the employee from the employee's assignment pending the results of the investigation. CCPS will determine if and when the employee may return to the employee's assignment at the Charter School. PISOTA is responsible for any costs associated with assigning a substitute to the position in the employee's absence. CCPS and the County Board are responsible for the costs related to the investigation.

17.7.4 PISOTA shall retain any documents or other information related to an employee's misconduct or wrongdoing and shall provide the documentation or other information to CCPS as part of PISOTA's cooperation, or upon request.

## 17.8 Certification

17.8.1 All administrators and teachers working at PISOTA must hold or be eligible to hold and maintain the appropriate certification from MSDE. Teachers shall teach in the content area and/or grade in which they are certified for at least a majority of their classes.

17.8.3 PISOTA shall cooperate with the CCPS Office of Human Resources in identifying and notifying PISOTA employees of their certification renewal requirements.

## 17.9 Non-Renewal

17.9.1 PISOTA acknowledges that any first, second, or third year certificated

CCPS employee may be non-renewed at the end of a contract year, as provided by state law and regulations.

17.9.2 The Executive Director will consult with the CCPS Office of Human Resources by February 1<sup>st</sup> of each year to discuss the status of any first- or second- or third-year certificated employee assigned to the Charter School and to coordinate any potential non-renewal.

#### 17.10 Employee Services

17.10.1 The County Board agrees to provide human resource services to PISOTA as it relates to CCPS employees assigned to PISOTA, including payroll processing; direct deposit arrangements; leave processing; certification processing; benefits processing; employee requests for information and assistance; and retirement services.

17.10.2 CCPS will pay CCPS employees assigned to PISOTA in accordance with the applicable Negotiated Agreements and County Board salary scales. PISOTA shall be responsible for keeping accurate and current records of time worked and completing timesheets as directed by the CCPS Office of Human Resources. The costs of each employee's salary, plus the employer's retirement contribution, employer's share of FICA, and employer's share of Medicare shall be disbursed and managed by CCPS. Funds associated with employee salaries and benefits shall be deducted from the disbursement allocation set forth in this Charter.

17.10.3 All County Board and CCPS employees assigned to PISOTA will be eligible for the benefits set forth in the applicable Negotiated Agreements and County Board policy. PISOTA shall be responsible for all costs associated with the benefits for those employees. Funds associated with employee benefits shall be deducted from the



disbursement allocation set forth in this Charter.

#### 17.11 Employee Complaints and Grievances

17.11.1 Any employee complaint or grievance initiated by or on behalf of an employee assigned to PISOTA will follow the process set forth in County Board policies, Superintendent's rules and any applicable Negotiated Agreements provisions. The complaint shall initially be addressed by the principal. The County Board is responsible for any processing and costs associated with employee complaints and grievances beyond the principal's level. PISOTA and the principal shall cooperate with CCPS in handling employee complaints and grievances beyond the principal's level.

#### 17.12 Personnel Files

17.12.1 The County Board will, in accordance with the terms of this Charter, create and maintain a personnel file to be housed in the CCPS Office of Human Resources for each employee assigned to the Charter School. PISOTA may maintain a file for each employee to be located at the Charter School, but all official employment documentation shall be submitted to the CCPS Office of Human Resources, including but not limited to performance evaluations, warning and reprimand letters, and other employment-related information.

17.12.2 PISOTA shall comply with all requirements of federal and state laws and regulations and County Board policies and Superintendent's rules concerning maintaining employment records and confidentiality of employee information.

#### 17.13 Substitutes

17.13.1 PISOTA shall notify the CCPS Office of Human Resources whenever the principal or other PISOTA administrator becomes aware of the need for a substitute to

temporarily fill in for a teacher or other employee at the Charter School. The CCPS Office of Human Resources shall assist PISOTA with finding a qualified substitute. At no time may PISOTA hire a non-CCPS approved substitute to provide services in the Charter School.

17.13.2 PISOTA shall be responsible for the costs associated with the substitute, including salary and other payments.

#### 17.14 Workers' Compensation

17.14.1 PISOTA shall maintain Workers' Compensation insurance coverage for PISOTA eligible employees. PISOTA shall be responsible for any legal costs associated with any claims, including Workers' Compensation proceedings before the Workers' Compensation Commission, involving PISOTA employees.

17.14.2 PISOTA shall inform the Superintendent of any Workers' Compensation claims involving any CCPS employees assigned to PISOTA and shall provide information to CCPS concerning the claim upon request and shall participate in any proceedings related to such claims.

#### 18.0 Volunteers/Contractors

18.1 PISOTA shall ensure that all volunteers (including chaperones for field trips) report to the CCPS Office of Safety for an appropriate background check and training as required for volunteers in other CCPS schools prior to the commencement of their service. However, PISOTA may allow individuals (such as guest lecturers and individuals providing similar services) to provide direct volunteer services to the Charter School and its students without the need to report to the CCPS Office of Safety if the volunteer service is intended to be a one-time or very limited occurrence and the volunteer has no unsupervised contact with any student. In such cases, the volunteer may be treated as any other school

visitor and must sign in as a visitor at the school upon each visit.

18.2 PISOTA may retain contractors to provide services to the Charter School and its students. PISOTA shall ensure that the contracts for these services use or mirror the CCPS Independent Contractor agreement. PISOTA may only contract with vendors approved by CCPS in advance.

18.3 PISOTA may not use contractors or volunteers to regularly provide services in place of a CCPS employee. PISOTA may contract with non-CCPS employees to provide services on a regular basis if no CCPS employee is available to provide the service. Prior to filling any position normally held by a CCPS employee with a non-CCPS employee, including all teaching positions, PISOTA must receive approval from the CCPS Office of Human Resources.

18.4 PISOTA shall not knowingly contract with or employ and shall not permit any direct contact with any student by any employee, any contractor, or any other adult responsible for the care and control of children for whom a criminal background investigation has not been initiated or who has been convicted of committing or attempting to commit a disqualifying event as defined by County Board policy or Superintendent's rule or Maryland law. No employee can commence work at the Charter School without prior completion of its employee processing, including fingerprinting. No volunteer or contractor can commence services until they have undergone a criminal background check by CCPS.

## 19.0 **Notification Requirements**

19.1 PISOTA shall immediately notify the Superintendent of any conditions that may cause a need to vary from the terms of this Charter or any provisions of law, regulation, policy, rule or applicable requirement. Such notification shall not be used by the County Board as the sole means of the revocation of the Charter.

19.2 PISOTA shall immediately notify the Superintendent of any circumstance requiring the temporary or permanent closure of the Charter School, including, but not limited to, a natural disaster such as an earthquake, storm, flood or other weather related event, other

extraordinary emergency, unsafe conditions, or the destruction of or damage to the school facility. Such notification shall not be used by the County Board as the sole means of the revocation of the charter.

19.3 Each Party to this Charter shall immediately notify the other Party of the arrest of or charges filed against any members of the PISOTA Governing Board, the Executive Director, CCPS staff assigned to the Charter School, or Charter School employees, volunteers, or contractors for any crime.

19.4 PISOTA shall immediately notify the Superintendent of any change in its non-profit organization status in Maryland or loss of its 501(c)(3) status by the Internal Revenue Service.

## 20.0 **Food Services**

20.1 PISOTA shall offer food services to all students enrolled in the Charter School. PISOTA shall ensure that all delivered food products are stored properly, securely, and safely until used.

20.2 PISOTA shall be responsible for the cost and proper maintenance of food services equipment, a kitchen and a cafeteria. At a minimum, this includes: appropriate plumbing to support the food services; a dry food locked space; a separate storage for chemicals; adequate freezer and refrigeration space; a safe; a milk box; adequate tables and student seating; adequate trash cans; and a water fountain or other arrangement for drinking water for students. The kitchen and cafeteria must meet all local Department of Health regulations and fire codes and be licensed as an eating and drinking establishment. CCPS shall hold the license, at PISOTA's expense. PISOTA shall be responsible for all costs associated with obtaining and maintaining

the license.

20.3 CCPS shall provide staffing at PISOTA's expense to include a food service manager.

20.4 PISOTA shall maintain all food service records as required by CCPS and shall provide these records and other information as requested by CCPS.

20.5 CCPS reserves the right to visit the school's meal service facility at any time during normal CCPS business hours to review the meal service operation and accountability records. Visits may not interfere with the Charter School's operation.

#### 21.0 **Facility**

21.1 PISOTA shall be responsible for providing a location for PISOTA within Charles County. PISOTA may purchase or lease the facility, but any lease must allow for the Charter School to operate in the facility for at least the term of this Charter. The County Board shall have final approval regarding the suitability of the facility.

21.2 The facility shall initially be located at 95 Catalpa Drive, La Plata, MD 20646 ("facility"), as long as the space purchased or leased is of sufficient size to safely house anticipated enrollment. PISOTA shall provide the Superintendent with a copy of the deed or the lease. PISOTA's relocation to different location from the facility shall constitute a material change in the Charter and shall require the approval of the County Board.

21.3 The facility must meet all federal, state, and local statutes, regulations, and requirements, in addition to County Board policies, Superintendent's rules, and guidelines, including all applicable health, safety, and fire code requirements. The same federal, state and local regulations, standards and guidelines used to review other public school construction

projects will be used for the PISOTA facility. The facility shall also conform to applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to charter schools. PISOTA agrees to allow access to the facility for any state, county, or CCPS inspections as required by the applicable authority. Any inspections by CCPS shall not exceed the jurisdiction or applicable ordinances of the state or county. CCPS shall provide reasonable notice of any inspection and shall not preclude the presence of PISOTA representatives during the time of any CCPS inspection. Such inspections shall not disrupt school operations.

21.4 The State Superintendent of Schools must approve the lease or title. CCPS will inspect and approve the site for use as a public school prior to submission of the request for approval to the State Superintendent of Schools. For construction and renovation projects costing over \$350,000, the State Superintendent of Schools may be required to approve the schematic design, design development documents, construction documents, award of contract, and change orders. For projects where the landlord is paying for construction and construction costs are built into the lease, the State Superintendent of Schools will approve the lease and the schematic design documents only.

21.5 PISOTA shall be responsible for managing all actions and costs associated with the design, inspection, construction, renovation, obtaining permits, and maintenance for the facility. This includes, but is not limited to, approval and permits issued by the Charles County Department of Health. PISOTA shall be responsible for all mandates provided in any lease, including rent, payment of utilities, and any other costs. PISOTA shall be responsible for mortgage payments, if any. PISOTA shall also be responsible for the proper cleaning, maintaining, and operating the facility. PISOTA may allocate funds from the Per Student

Allocation under this Charter to cover part or all of the costs. Should PISOTA and the Superintendent agree in any limited and specific instance that CCPS will provide any parts, labor, and/or services to the Charter School facility, PISOTA shall reimburse the County Board for associated costs, in an amount or at a rate agreed to in advance. Failure to properly pay for, operate, and maintain an approved facility shall be deemed a material violation of this Charter and may result in the revocation of the Charter by the County Board.

21.6 Policies and regulations related to health, safety, and accessibility requirements for the facility cannot be waived. If a violation related to health, safety, or accessibility requirements is found, PISOTA shall immediately correct the violation to the satisfaction of the authority citing the violation. PISOTA shall bear all costs associated with correcting the violation. In the event that PISOTA fails to correct the violation within the time frame directed by the applicable authority, this shall be deemed a material violation of this Charter and may result in the revocation of the Charter by the County Board.

21.7 The facility, at a minimum, shall include the following:

21.7.1 Classroom space to support the education program;

21.7.2 Adequate space for physical education activities and programs;

21.7.3 Office space, including an area for visitors to sign in, an office for the principal, and an office for the school counselor;

21.7.4 Bathrooms of sufficient number and size to support the needs of students, staff, and visitors;

21.7.5 A nurse's suite, including a bathroom;

21.7.6 A cafeteria and kitchen necessary to serve the needs of the students under this Charter;

21.7.7 Separate entrances for students and visitors; and

21.7.8 Access to an elevator if required under the Americans with Disabilities Act, as determined by CCPS.

21.8 PISOTA shall allow representatives from the County Board, CCPS, or any federal, state, or local regulatory agency (including the Charles County Department of Health), to visit the school site at any time (with or without advanced notice) to inspect operations and performance, and to ensure compliance with all applicable laws and regulations, the terms of this Charter, and the terms of any state and federal grants. During such site visits, PISOTA shall allow visiting federal, state, or local officials full and immediate access to its financial and educational records, reports, files, and documents as requested and as allowed to be provided under law. During such visits by County Board or CCPS representatives, PISOTA shall allow full and immediate access to its financial and educational records, reports, files, and documents, as well as facilities and classroom, as requested and as allowed to be provided under law.

21.9 PISOTA shall comply with and maintain accurate and current documentation required by any statute, regulation, ordinance, or County Board policy or Superintendent's rule related to the facility, including, but not limited to: the Asbestos Hazard Emergency Response Act (AHERA) manual; the Integrated Pest Management Plan; the state required Emergency Plan; and the Safe School Drinking Water Act,

21.10 Because the Charter School is not located in a building owned or operated by the County Board, PISOTA will not be subject to County Board policies or Superintendent's rules concerning community use of school facilities, except that no community use shall be allowed during the regular school day or in violation of any federal, state, or local laws or regulations or requirements. If the kitchen facility is offered for community use, its use must be approved by



CCPS Office of Food Services in advance and at least one of the regular cafeteria staff must be on duty, at PISOTA's expense. PISOTA may charge reasonable fees for community use to cover its expenses. If outside community members use outside food or catering services, they must follow all Health Department regulations, and they may not use existing food service dry storage or refrigerator/freezer space without advanced approval by the CCPS Office of Food Services. PISOTA shall be solely liable for any occurrence that results in injury to any individual or damage to property as a result of community use of the facility allowed by PISOTA.

21.11 This Charter is contingent on PISOTA meeting the following timeline concerning the facility. Failure to comply with the timeline shall be deemed a material violation of this Charter and may result in the revocation of the Charter by the County Board. PISOTA shall notify CCPS in advance of any anticipated delay in meeting the timeline, and the Superintendent, in her sole discretion, has the authority to extend any deadline without the delay constituting a violation of the Charter. If any deadline is missed, PISOTA may request, and the Board in its sole discretion may agree, to delay by one school year the opening of PISOTA, without the need for PISOTA to file a new application for a charter. In such a case, all dates set forth in this Charter shall be extended by one year.

21.11.1 By September 1, 2022, PISOTA shall provide the Superintendent with a copy of any deed or lease for the facility. The deed or lease shall be reviewed and approved by CCPS and forwarded to the State Superintendent of Schools for approval. PISOTA shall provide the Superintendent with any subsequent changes to the deed or lease.

21.11.2 By September 15, 2022, PISOTA shall provide the Superintendent with

written approval from the owners of the facility for the proposed renovation of the facility.

21.11.3 By October 1, 2022, PISOTA shall provide the Superintendent with a copy of any Design Development Documents (“DD”) related to the renovation of the facility. These documents shall include an estimated timeline and estimated costs for the renovations. Prior to the start of any construction or renovation projects costing over \$350,000, PISOTA shall provide CCPS with the schematic design, Design Development Documents, Construction Documents (“CD”), award of contract, and change orders to be forwarded to the State Superintendent of Schools for any needed approval.

21.11.4 Upon commencement of construction but no later than by November 1, 2022, and the first day of each subsequent month through September 1, 2023, PISOTA shall provide the Superintendent with a written progress report describing work completed and any required changes to the estimated timeline or Construction Documents previously provided. Upon the receipt of each monthly progress report, the Superintendent, in consultation with CCPS facilities personnel, may determine that adequate progress has not been made or changes are not acceptable and may at that time, in the Superintendent’s sole and reasonable discretion, recommend to the Board either to delay the opening of the school for one school year or revoke the Charter. The Board shall vote at a subsequent Board meeting on any recommendation by the Superintendent to delay the opening or revoke the Charter.

21.11.5 By November 15, 2022, PISOTA shall provide the Superintendent with updated Construction Documents along with any updated cost estimates and construction timeline. PISOTA shall also provide a copy of the executed contract with the General

Contractor showing the monthly payment schedule agreed to by both parties. PISOTA shall provide any subsequent changes to the executed contract to the Superintendent. The executed contract shall include a requirement that the General Contractor provide Performance and Payment bonds to ensure completion of the project, without liens. In addition, PISOTA shall provide the Superintendent with a copy of an Irrevocable Letter of Credit which is dedicated solely to the construction of the school.

21.11.6 By November 15, 2022, PISOTA shall apply for necessary permits. PISOTA shall inform the Superintendent of the filing for permits and any communications sent to or received from the County concerning the timing, the amending, the granting, or the denying of any permit requests. PISOTA shall provide copies of issued permits as received but no later than September 30, 2023. If any permits are denied or there is an unexpected delay in the issuing of any permits, PISOTA shall immediately notify the Superintendent and provide assurances that the denial or delay will not prevent the timely completion of the project as a whole.

21.11.7 By January 1, 2023, PISOTA shall commence with necessary demolition and construction within the facility. CCPS may inspect the facility during demolition and construction to determine whether progress is being made.

21.11.8 By May 1, 2023, PISOTA shall provide the Superintendent with a written assurance that the facility will be ready for student occupancy by August 1, 2023. If such written assurance cannot be provided, PISOTA shall provide the Superintendent with a proposed plan of action for the timely opening of the Charter School.

21.11.9 By June 15, 2023, the Superintendent shall recommend to the County

Board whether the Charter School will be ready for student occupancy by August 1, 2023, or, if not, whether PISOTA's plan of action should be accepted. The failure of PISOTA to have the facility ready and legally available for student occupancy by August 1, 2023, or in the alternative to have a plan of action acceptable to the County Board in its sole discretion, shall be deemed a material violation of this Charter and may result in the revocation of the Charter by the County Board.

## 22.0 **Transportation**

22.1 The County Board and PISOTA recognize that transportation services for students enrolled in the Charter School are necessary in order to ensure equity for all students in Charles County interested in enrolling in the Charter School.

22.2 All transportation services to and from the Charter School offered to students enrolled in PISOTA shall be provided and overseen by CCPS. PISOTA may not directly or in any other manner provide its students transportation services to and from school.

22.3 CCPS shall implement a system of transportation that will allow for any student enrolled in CCPS to use CCPS transportation to and from PISOTA.

22.4 PISOTA acknowledges that the school's daily start and end times may be contingent on aligning with the transportation services provided by CCPS.

22.5 Nothing in this Charter prohibits students from accessing private transportation to and from school, including by parents, carpools, or other non-CCPS methods, except that PISOTA may neither encourage nor discourage such private means.

22.6 CCPS shall bear the burden of the costs of transportation services to and from PISOTA for all students, including but not limited to those requiring special services through an

IEP or under law (such as displaced students). These services may be provided by CCPS directly or by CCPS through contracted services. In exchange for these services provided to students enrolled in the Charter School, PISOTA shall allow CCPS to deduct \$1,000 per enrolled student from the Per Student Allocation the Charter School receives. This amount shall be deducted for every student enrolled in PISOTA, regardless of any individual student's utilization of CCPS transportation services. This deduction is understood and accepted by PISOTA as a partial reimbursement for the services offered and available to all enrolled students throughout the entire county, regardless of individual need or ridership, and is based on the average costs per student enrolled in CCPS generally. These costs account for: purchase of buses; fuel and maintenance; driver and attendant salaries, benefits, certification, and training; insurance; and other internal and contractual costs. These costs do not include administrative oversight, the costs of which shall be the sole responsibility of CCPS. PISOTA acknowledges that the services provided by CCPS will not vary based on the level of ridership, so that the commitment made by CCPS is an assurance of the availability of the services to all enrolled student whether the student chooses to access the service on any particular school day or at all during the school year. PISOTA therefore acknowledges that the value of CCPS-provided transportation services will typically exceed the \$1,000 per student deduction regardless of actual ridership based on the guarantee of services throughout the county and that the deduction is not intended to equate to a fee for each individual bus rider.

22.7 PISOTA shall be responsible for the costs related to transportation services other than those required for transportation to and from school. These transportation services may include but are not limited to transportation for field trips and extracurricular programs and activities.

22.7.1 All transportation services must be provided using insured vehicles approved in advance by CCPS. At no time may students be transported for school-related activities by school staff in privately owned vehicles.

22.7.2 PISOTA must contract at its own expense for these transportation services through a CCPS contracted vendor at the rate included in the Master School Bus Contract, or through CCPS directly. PISOTA may also contract at its own expense for these transportation services that must be provided through a private coach service using a CCPS approved vendor.

22.7.3 PISOTA may purchase a school vehicle for its program. Any school vehicle purchased to transport students must be approved for use by CCPS.

22.7.4 PISOTA shall ensure that only PISOTA students, authorized chaperones for field trips, and PISOTA or CCPS employees or contractors are allowed to be transported in CCPS-provided transportation vehicles, unless approved in advance by CCPS.

## 23.0 **Finances/Purchase of Services**

### 23.1 **Fiscal Year Budget**

23.1.1 The fiscal year for the Charter School will start on July 1 of each year and end on June 30 of the next year.

23.1.2 No later than December 1, 2022, and December 1 of each subsequent fiscal year, PISOTA shall prepare and provide to CCPS a projected budget for the upcoming fiscal year by categories identified by CCPS and as required by law. No later than June 1, 2023, and June 1 of each subsequent fiscal year, PISOTA shall provide to

CCPS the operating budget by identified categories for the fiscal year that has been approved by the PISOTA Governing Board. No later than the first day of each quarter subsequent to the opening of the Charter School for student attendance (October 1, January 1, April 1, and July 1), PISOTA shall provide an updated budget to CCPS by categories. PISOTA may change its projected spending within the categories, but at no time may PISOTA exceed the total spending in any category without prior approval by CCPS.

### 23.2 Disbursement of Funds

23.2.1 In accordance with, § 9-109 of the Education Article of the Annotated Code of Maryland, and further clarified or upon clarification in corresponding State Board rulings as well as court opinions, and as further adjusted below, the County Board shall disburse to PISOTA an amount of county, state and federal money that is commensurate with the amount disbursed to other public schools in the local jurisdiction as defined below, less a two percent (2%) administrative fee (hereinafter “commensurate funding”).

23.2.2 The two percent (2%) administrative fee entitles PISOTA to the certain administrative, technical and other services which if so provided must be the at the same level and competence as provided by CCPS to its public schools and as agreed to by the Parties.

23.2.3 In calculating the amount of commensurate funding, CCPS shall first determine a Per Student Allocation (“PSA”). The PSA shall be determined by first calculating the CCPS Operating Budget for the fiscal year, excluding the following:

- 1) restricted funds (i.e., specific CCPS or grant funds restricted by

law or targeted for specific uses that either supplement local expenditures in existing programs or are used to create new programs, in accordance with the terms of the individual law or program);

- 2) all system-wide costs for special education and related services;
- 3) all costs related to pre-kindergarten services; and
- 4) all costs related to high school JROTC programs;

The remaining amount shall be divided by the most recent September 30 enrollment count for CCPS as certified by MSDE, then multiplied by 98%; and then multiplied by the number of full-time students enrolled in PISOTA for that school year. If the number of full-time students enrolled in PISOTA changes during the school year, then the PSA may be adjusted starting with the following payment to PISOTA by CCPS.

23.2.4 Prior to disbursement of the PSA to PISOTA, CCPS shall deduct the following amounts:

23.2.4.1 \$1,000 per student for transportation services, as further defined in this Charter;

23.2.4.2 All personnel (full-time and part-time) salaries and costs of benefits, as provided in the Negotiated Agreements or as otherwise provided to or made for the benefit of CCPS employees assigned to PISOTA (including retirement payments);

23.2.4.3 All costs for in-kind services from CCPS, as further defined in this Charter;

23.2.4.4 All costs for materials, supplies, and equipment provided by CCPS to PISOTA.



23.2.4.5 All costs for technology requested by PISOTA over and above the level of technology provided by CCPS to other CCPS schools.

23.3 In-Kind Services

23.3.1 At the request of PISOTA, CCPS may provide in-kind services, including any services not included in the two percent (2%) administrative fee.

23.3.2 In-kind services which may be charged to PISOTA shall not include: payroll services; costs associated with recruiting, hiring, and processing new employees; staff relations and negotiations; management of employee benefits and retirement; procurement services; costs associated with the operation of CCPS's central offices; staff development provided to employees throughout CCPS; and communications.

23.3.3 In-kind services which may be charged to PISOTA include: web site development and management beyond those services provided to other CCPS schools generally; technology maintenance and upkeep; staff development and training not otherwise provided to employees throughout CCPS; copying and printing of materials over and above those materials provided to all CCPS schools; and any other service not excluded in this Charter.

23.3.4 The costs of in-kind services purchased by PISOTA shall be determined by CCPS upon request of the specific service and shall reflect CCPS's reasonable determination as to the actual costs otherwise borne by CCPS.

23.3.5 Unless otherwise provided in this Charter, PISOTA shall not be required to purchase in-kind services from CCPS and may choose to procure the in-kind services through other means, as further defined in this Charter.

23.3.6 Unless otherwise provided in this Charter, CCPS shall not be required to

agree to provide any in-kind services.

23.4 Disbursement Schedule

23.4.1 The PSA shall be disbursed on a schedule indicated below throughout the school year, with the first payment due July 15, 2023:

23.4.1 By July 15, 25% of the PSA based on projected enrollment.

23.4.2 By October 15, 25% of the PSA based on actual enrollment, with any adjustment necessary to account for overpayment or underpayment from the July 15 projected enrollment.

23.4.3 By January 15, 25% of the PSA based on actual enrollment, with any adjustment necessary to account for previous overpayment or underpayment.

23.4.4 By April 15, the remaining balance based on projected end-of-year expenditures, with any adjustment necessary to account for previous overpayment or underpayment.

23.4.2 Any required funding adjustments for monies owed to or from PISOTA pursuant to end-of-fiscal-year reconciliation will be reflected in the next quarterly disbursement.

23.5 Financial Accounting and Reporting

23.5.1 PISOTA shall timely submit to the County Board all financial accounting and reporting according to County Board procedures. All of PISOTA's accounting shall be performed in accordance with Generally Accepted Accounting Principles (GAAP), COMAR, County Board Policy and Superintendent's rules. PISOTA agrees to use the CCPS financial software for accounting and financial reporting purposes.

23.5.2 PISOTA shall arrange for an annual audit to be conducted by a certified public accountant in accordance with Generally Accepted Accounting Principles (GAAP), the cost of which shall be borne by PISOTA. The results of the annual audit shall be shared with the Superintendent.

23.5.3 PISOTA shall implement and follow all County Board policies, Superintendent's rules, and practices regarding school-level funds management, the handling of School Activity Funds and other bookkeeping and accounting matters.

23.5.4 PISOTA shall not impose any student tuition, contribution or attendance fee of any kind as a condition of enrollment. PISOTA may charge lab fees, supply fees and other material fees similar to those charged to students by CCPS. PISOTA shall maintain an accounting of collected fees and provide that information to CCPS.

23.5.5 PISOTA, at its discretion, may pursue additional funds, whether public or private without a reduction in the funding provided by CCPS. In the event the Charter School pursues additional funds, through grants or other sources, the County Board shall cooperate with PISOTA in the preparation of such applications or requests for such additional funds. PISOTA shall be responsible for meeting any and all application, expenditure, and reporting requirements associated with such additional funds. The receipt, expenditure and accounting for any such additional funds shall be subject to the County Board's oversight pursuant to Maryland Charter School Law. PISOTA shall hire or procure at its own expense qualified accounting services to oversee all non-CCPS finances.

## 23.6 Procurement and Assets

23.6.1 PISOTA shall comply with all requirements in federal and state law and regulations and County Board policies and Superintendent's rules (including those stated in the CCPS Procurement Manual) concerning the purchase and acquisition of supplies, equipment, services, and assets.

23.6.1 PISOTA shall maintain a complete and current inventory of all school

property and will update that inventory annually in accordance with the CCPS Fixed Assets and Sensitive Items Manuals.

23.6,2 PISOTA shall be responsible for adequately safeguarding all assets purchased with any public funds in a reasonable manner and will produce evidence of these safeguards upon the Superintendent’s request.

24.0 **Insurance Requirements**

24.1 PISOTA shall maintain adequate and current policies that address the following areas with the following limits:

Type of Insurance	Limits
Comprehensive or Commercial General Liability	Minimum combined single limit of \$1,000,000 each occurrence.
Worker’s Compensation	Minimum limit of \$100,000 per each accident and employee and \$500,000 policy limit for bodily injury by disease.
Property Insurance (for leased facilities) to address business interruption and casualty needs including fire, boiler, and other hazards with replacement costs coverage	Insurance for buildings being used by the Charter School to fulfill the purposes of this contract and any contents purchased by the Charter School with state or federal funds.
Umbrella excess liability or excess liability insurance	Minimums of \$2,000,000 per occurrence and include all of the coverage required on the Commercial general liability, Business auto liability and Employers liability
Comprehensive or Business Automobile Liability; and	Combined single limit for bodily injury and property damage or not less than \$1,000,000 each occurrence
Crime Insurance	Minimum limits of \$500,000 for each loss due to employee dishonesty, \$100,000 for each loss due to forgery or alteration, theft, disappearance or destruction (money and securities)
Professional or Directors Liability (Errors & Omissions)	The minimum limits to be maintained by the Charter School shall be no less than \$3,000,000 per claim/annual aggregate

Catastrophic Student Accident Insurance	Coverage to include to all enrolled students who participate in intramural or interscholastic sports, gym classes, and non-sport extracurricular activities with a maximum deductible of \$25,000 and minimum limits of: \$1,000,000 for accident medical expense, \$250,000 catastrophic cash, \$25,000 accidental death and dismemberment.
Private Chartered Bus Service (only if needed)	Transportation that crosses state lines must have a \$5,000,000 policy minimum (including MD to DC)

24.2 The certificates of insurance listed above must be provided to the Superintendent as a requirement of this Charter. Such insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or limits. Such insurance must be placed with insurers with a Best’s rating of no less than A:VII, or, if not rated with Best’s, with minimum surpluses the equivalent of Best’s surplus size VII and must be licensed/approved to do business in the State of Maryland.

25.0 **Retention of Records**

25.1 Unless otherwise specified in this Charter, PISOTA shall comply with the County Board record retention policy and the Superintendent’s record retention rules.

25.2 Unless otherwise specified in this Charter or County Board policies or Superintendent’s rules, PISOTA shall retain and maintain all records and documents relating to this Charter five (5) years after final payment by the County Board, or any applicable statute of limitations, whichever is longer, and will make the records available for inspection and audit by authorized representatives of the County Board at a reasonable time and at a reasonable location.

## 26.0 **Audits and Oversight**

26.1 PISOTA shall provide to the Superintendent any access necessary and reasonably required for the County Board and Superintendent to meet their oversight and reporting obligations. Access includes allowing members of the County Board, the Superintendent, and outside auditors designated by the Superintendent to enter PISOTA facilities during school hours.

26.2 PISOTA shall provide to the Superintendent any reports necessary and reasonably required for the County Board and Superintendent to meet their oversight and reporting obligations. Those records, which shall be determined by CCPS, may include but are not limited to financial records, student records, personal records, attendance, annual performance, state mandated and local school system testing, health screening and immunization data, and any documentation required pursuant to state and federal law.

26.3 The Superintendent shall at all times endeavor to reduce the reporting burden placed on PISOTA by providing reasonable notice for requests, avoiding duplicate requests, and limiting requests to what is reasonably required for the County Board and the Superintendent to fulfill legal reporting and oversight obligations.

26.4 PISOTA agrees to cooperate with the County Board and CCPS in any audits or reviews conducted by any local, state, or federal agency or authority.

26.5 The County Board shall designate one staff member (designee) of CCPS as a primary contact for the Charter School and shall notify the Charter School of the designation by July 1 of each school year. The designee (“Charter School Liaison”) shall coordinate with the Charter School in terms of operations within the CCPS system as well as any oversight compliance requirements.

27.0 **Agreement Term**

27.1 The term of this Charter shall be through June 30, 2028, subject to early termination or renewal, as provided in the Charter.

27.2 The Parties agree to review any request by PISOTA to expand the terms of this Charter to include servicing students in grades other than 6-8. Such a request shall be made no later than October 1 of the previous school year.

27.3 The decision to expand the terms shall be deemed a material change to the Charter but shall not require a new Application from PISOTA. In such a case, the Parties agree to negotiate changes to this Charter necessary to reflect the expanded services.

27.4 If the County Board, in its sole discretion, chooses not to expand the terms under this provision, that decision shall not constitute a denial of a charter school application under Section 9-104(d) of the Education Article. PISOTA shall retain the authority to file a new Application for a new charter school separate and apart from the current Charter School.

28.0 **Renewal**

28.1 Prior to the expiration of the Charter, the Charter School will provide written notice of its intent to renew its Charter to the County Board. Any such notice must be provided by September 30 of the year prior to the expiration of the Charter. The County Board and the Charter School recognize that the interests of the students are best served by maintaining a stable learning environment and, therefore, the County Board and the Charter School shall apply their best efforts toward such a renewal and shall conduct the renewal process in good faith.

28.2 The Charter may be renewed provided that a program review demonstrates that

the school has successfully fulfilled the terms of this Charter, in the sole discretion of the County Board. Upon recommendation of the Superintendent, and at the sole discretion of the County Board, the Superintendent may negotiate a temporary extension of the term of the Charter in order for a final determination to be made about the ongoing operations of the Charter School.

28.3 The County Board will analyze the following criteria to review the Charter School's performance:

28.3.1 Educational performance, as set forth in the Application and the Performance Expectations Agreement.

28.3.2 Financial performance (including but not limited to evidence that the school: is financially solvent and represents responsible stewardship of the public funds awarded to operate the school; operates pursuant to long-range financial budgeting and planning; maintains proper internal controls; meets financial reporting requirements; and maintains adequate financial resources to ensure stable operations).

28.3.3 Organizational performance (including but not limited to evidence that the school: maintains effective and organizational viability in the Charter School's structures and systems to remain faithful to its mission; has implemented the key design elements included in the approved Charter; has maintained a satisfactory school culture and climate; has maintained the capacity to support the delivery of the educational program; is subject to effective Governing Board monitoring and oversight; and has remained in compliance with local, state and federal requirements, County Board policies, and Superintendent's rules).

28.3.4 Operational performance (including but not limited to evidence that the school: uses an enrollment plan that supports the school programs; has key structural



elements of the school that meet or approach established goals; plans to sustain or improve upon student achievement; follows directives of a Governing Board that possess the range of experience and skills necessary to sufficiently oversee the academic, organizational and fiscal performance of the school; and follow fiscal and facility plans that adequately meet the educational design and needs of the students).

28.3.4 Evidence provided by PISOTA of its fidelity to its mission and compliance with the terms of this Charter.

28.3.5 Any other evidence that the County Board determines is appropriate in the best interests of CCPS, its students, its staff, and its community.

28.4 In connection with the request for renewal, the Superintendent and designated CCPS staff will conduct a documentation review and collect additional information as needed. After such review, the Superintendent will submit a renewal or non-renewal recommendation along with documented evidence to the County Board and to PISOTA by December 1 prior to the Charter's expiration date.

28.5 CCPS will provide notification to PISOTA of the date of the meeting when the County Board will discuss the recommendation for a decision.

28.6 Upon receipt of the renewal or non-renewal recommendation, PISOTA may submit a response for the County Board's consideration.

28.7 The County Board will review both the Superintendent's recommendations and any response by PISOTA and make a decision to re-new or non-renew the Charter no later than its regularly scheduled meeting in December prior to the Charter's expiration date. Such decision shall be made at a public Board meeting.

28.8 PISOTA will be provided with written notification of the Board's decision after

the County Board's decision.

28.9 If renewal is approved by the County Board, the County Board and PISOTA will develop a new Charter for the next term of the Charter.

28.10 If the Charter is non-renewed by the County Board, PISOTA may appeal the decision to the State Board.

29.0 **Revocation, Non-Renewal and Closure**

29.1 The County Board may terminate this Charter and revoke its approval for the Charter School if PISOTA, after being issued a prior written notice and given a specified reasonable opportunity to cure, fails to fulfill its obligations under this Charter. This specifically includes, but is not limited to, a determination by the County Board, upon the recommendation of the Superintendent, that (1) PISOTA has breached the Charter Agreement; (2) PISOTA has not fulfilled a condition imposed by the County Board in connection with the granting of the Charter; (3) PISOTA has failed to comply with the Charter or federal, state, or local law or regulation; (4) PISOTA's fiscal condition is substantially deficient; (5) the academic achievement of the Charter School is substantially deficient; (6) PISOTA have failed to obtain and properly maintain a facility for the Charter School; (7) the facility can no longer support the needs of the educational program; (8) PISOTA made a material and substantial false statement in the Charter application; or (9) the continuation of the operation of the Charter School is contrary to the best interests of the public or CCPS students.

29.2 The County Board reserves the right to control and operate the Charter School on an immediate basis upon termination of the Charter, subject to Operator's appeal rights.

29.3 In the event PISOTA determines to voluntarily surrender its Charter and close the

school, it shall give written notice six (6) months in advance. Upon such notice, the County Board reserves the right to control and operate the Charter School at any time prior to the end of the six (6) months.

29.4 Upon revocation or non-renewal or closure of the Charter School, personnel and students will be reassigned, pursuant to County Board policies and procedures and the Negotiated Agreements.

29.5 Upon revocation or non-renewal or closure of the Charter School, resources provided by CCPS will remain under the control of CCPS. For the purposes of this Charter, “resources provided by CCPS” shall include any and all tangible items, including but not limited to furniture, fixtures, supplies and instructional materials purchased by the Public Charter School using funding from the Per Student Allocation. To claim any item as a resource not provided by CCPS, PISOTA shall maintain and provide upon request records of all material assets acquired with any funds that remain its property.

29.6 Upon revocation or non-renewal or closure of the Charter School, any funding provided to but not yet used by PISOTA, the unused funds remaining shall be returned to CCPS within fifteen (15) days.

### 31.0 **Miscellaneous**

31.1 The Parties intend this Charter, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the contract. All prior representation, understandings and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter may be jointly approved from

time to time hereafter.

31.2 Any notice required or permitted under this Charter shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the following:

On behalf of PISOTA:

Angelica Jackson  
4106 Sunridge Lane  
White Plains, Maryland 20695

On behalf of the County Board:

Maria N. Navarro, Ed.D.  
P.O. Box 2770  
La Plata, Maryland 20646

31.3 The Parties acknowledge that PISOTA is not acting as the agent of the County Board and that the County Board does not assume liability for any loss or injury resulting from the acts or omissions of PISOTA, its directors, trustees, agents or employees.

31.4 PISOTA acknowledges that it is without authority to extend the faith and credit of the County Board to any third party. PISOTA shall clearly indicate to vendors and other entities and individuals outside the school system that the obligations of PISOTA under agreement or contract are solely its responsibility and are not the responsibility of the County Board or CCPS.

31.5 PISOTA shall defend, indemnify, and hold harmless the County Board and its officers, directors, agents, employees, consultants, and volunteers from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the County Board on account of any action or inaction of PISOTA, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of PISOTA.

31.6 The County Board shall defend, indemnify, and hold harmless PISOTA and is

officers, directors, agents, employees, consultants, and volunteers from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by PISOTA on account of any action or inaction of the school system, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the County Board.

31.7 To the fullest extent permitted by law, PISOTA and its officers, directors, agents, employees, consultants, and volunteers waive any right of recovery against CCPS, the County Board and their officers, directors, agents, employees, consultants, and volunteers for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of PISOTA's use or occupancy of the premises of CCPS or arising out of PISOTA's operations on, at, or adjacent to any premises of CCPS . PISOTA shall advise its insurers of the foregoing and such waiver shall be provided under its commercial property and liability insurance policies.

31.8 PISOTA and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to its property or the property of its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the County Board.

31.9 The Parties acknowledge that the County Board is not liable for the debts or financial obligations of PISOTA.

31.10 The Parties shall coordinate risk management activities with one another, including the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims and complying with any defense and reimbursement provisions of state governmental immunity laws and

applicable insurance policies. Neither Party shall defend, compromise, settle, negotiate, or otherwise affect any disposition of any claim or potential claim asserted against it to the extent that such claims are insured by or through the Party without approval of the other Party. The Parties agree to cooperate as necessary on any claim by or against either Party by or against a third party.

31.11 The Parties agree that either Party's failure to insist on strict performance of any term or condition of this Charter shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it

31.12 No right or interest in this Charter shall be assigned by anyone on behalf of the PISOTA without prior written approval of the County Board and delegation of any contractual duty of PISOTA shall not be made without prior written approval of the County Board, which approval may be given or withheld at the sole discretion of the County Board.

31.13 This Charter shall be governed by and construed in accordance with the laws of the State of Maryland and all applicable federal laws of the United States. This Charter 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.

31.14 The Parties intend that where this Charter references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.

31.15 The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter shall remain in effect unless otherwise terminated by one or both of the Parties.

31.16 The enforcement of the terms and conditions of this Charter, and all rights of

action relating to such enforcement, shall be strictly reserved to the County Board and PISOTA. Nothing contained in this Charter shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Charter that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

31.17 Each Party agrees that it has consulted with legal counsel in the development of this Charter. PISOTA agrees that it may retain its own legal services. At its sole discretion and at its own expense, the County Board may direct its legal counsel be involved in a matter that has significance to the County Board.


31.18 It is agreed by both Parties that every effort will be made to resolve complaints, issues, or concerns by informal communications between the Superintendent and the Executive Director. All disagreements and disputes relating to or arising out of this Charter that the Parties cannot resolve informally may be resolved under the appeal process governed by 4-205 of the Education Article.

31.19 This Charter may be signed in counterparts, which shall together constitute the original contract. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.


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

**FOR: BOARD OF EDUCATION OF CHARLES COUNTY**

13 Sept 22  
Date

  
By: Michael Lukas  
Board Chairperson

Sept 13/22  
Date

  
By: Maria V. Navarro, Ed.D.  
Superintendent of Schools

**FOR: PHOENIX INTERNATIONAL INCORPORATION AND  
PHOENIX INTERNATIONAL SCHOOL OF THE ARTS**

Sep 1, 2022  
Date

  
Signature MIA (Sep 1, 2022 07:26 EDT)  
By: Name  
Governing Board Chairperson

Aug 30, 2022  
Date

  
Signature MIA (Aug 30, 2022 11:30 EDT)  
By: Name  
Executive Director