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September 24, 2019

Mr. James D Fox, Esq.
Roetzel & Andress
850 Park Shore Drive
3rd Floor
Naples, FL 34103

Re: Mason Classical Academy, Inc. v General
Our File No. 10047-01

Dear Jim:

We are in receipt of your letter dated September 4, 2019 and will respond to that letter herein. It is apparent from your letter that you completely ignore portions of our letter dated August 16, 2019 when it suits your purposes to do so. There is no way to respond to that and frankly we are not going to try to do so. As to the new issues raised in your letter, MCA responds as follows:

First Amendment Violation

MCA has taken down the Facebook page.

Sunshine Law and Agenda

We previously set forth MCA's position on the Sunshine law and will not revisit it here.

The agenda for each meeting is posted on the MCA website. The "Meeting Materials" section of the website was never used and has been removed. MCA sent a notice to all parents notifying them again of where to look on the website for the meeting agendas.

To date no one has ever complained to the board of directors or staff that they could not find an agenda.

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Board and Staff Professionalism

We previously addressed the issues you raised in this section about Mrs. Lichter's question at a board meeting and will not respond to them again.

MCA has been and will continue to abide by the terms of the Mediation Settlement Agreement. We encourage your client to do the same. Let's not be disingenuous—the mention of the high performance of students at MCA was mentioned in the context of a concern about your client's continuing efforts to undermine MCA. It had nothing to do with the other issues raised in your letter.

Board Appointments and Terms

As indicated above, MCA has been and will continue to comply with the terms of the Mediation Settlement Agreement. We do not know what your statement that “representations [MCA] made at the mediation” is supposed to mean. As you are well aware, parties make many representations and take many positions in a mediation conference. The only thing binding on the parties to a mediation conference is what they agree to in a signed document. This is the second or third time in your last two letters that you have made reference to “representations” or things which were “agreed to” at the mediation conference. You are coming dangerously close to violating the confidentiality provisions of the mediation conference. MCA does not agree to a waiver of the confidentiality provision and we caution you to avoid disclosing anything said at the mediation conference.

Flawed Grievance Policy

We have previously addressed this topic and will not respond to it again. A copy of the policy which was approved by the board of directors of MCA is enclosed.

Board Appointments and Terms

We addressed this issue in our previous letter. However, your letter begs the question “have you read the Mediation Settlement Agreement?” Paragraph 7 provides as follows: “The governing board shall be increased from three (3) members to five (5) members **by October 15, 2019**, with staggered, 1, 2, and 3 year terms.” (Emphasis Added). The last time we checked it is September 24, 2019. We are not sure what you don't understand about that. When the fifth member of the board is selected, the board will approve a plan to stagger the terms. That will all happen on or before October 15, 2019.

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Lack of Principal and Teaching Staff

We will have to agree to disagree on the impacts of your client's actions on MCA and its staff.

Contrary to the assertion contained in your letter, Mr. Hull is not "functioning as a shadow principal". Mr. Hull does continue to occupy the same room but, it has been converted to a classroom. We would like to point out that there is a humane/moral/legal component to Mr. Hull's continued involvement with the school: he has 5 children, one of whom is in college; he needs a job; he took a substantial pay cut to stay as a teacher; the beginning of August is not exactly the premium time to search for any teaching related job; and, MCA has a contract with him.

There is nothing in the Mediation Settlement Agreement which prohibits MCA from hiring Mr. Hull as a teacher. There is nothing in the Charter School Contract which gives the District the right or ability to dictate who MCA can hire.

Inaccuracies and Misstatements Regarding the MCA Report Process

We choose not to respond to your client's self-serving, revisionist history of the "MCA Report Process" which led to the need for the Mediation Settlement Agreement.

Hillsdale

We find it somewhat troubling that a lawyer would refer to the terms of the contract between MCA and Hillsdale College ("Hillsdale") as "legal niceties". We will reiterate the point we made in our previous letter. On August 7, 2019, MCA invited Hillsdale, via letter, to contact MCA if Hillsdale wished to maintain the relationship between the parties. To date, no one at MCA has heard a word from Hillsdale or any of its representatives.

The relationship between The District School Board of Collier County, Florida (the "District") and MCA is governed by the Charter School Contract dated August 30, 2013 (the "Charter Contract") and the First Amendment to Charter School Agreement dated October 19, 2017 (the "First Amendment"). We find your continued insistence that MCA maintain a relationship with Hillsdale interesting and the implied, if not actual, threat of termination of the Charter Contract if MCA does not maintain a relationship with Hillsdale to be troubling. The governance of MCA is set out in detail in Section 9 of the Charter Contract. Section 9(A) specifically provides "The School shall be operated by a governing board". There is not one mention in the Charter Contract of Hillsdale having any role in the governance of MCA.

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Further, the Agreement between MCA and Hillsdale is an attachment to the First Amendment. Paragraph 2(b) of the Agreement between MCA and Hillsdale clearly provides, in pertinent part, as follows:

MCA Corporation shall look to Hillsdale College s the first and primary source of models, resources, and guidance on the development and operation of Charter School's academic program...Hillsdale College may, in Hillsdale College's discretion provide advice to MCA Corporation...provided, however, the decision whether to implement any particular strategy(whether suggested by Hillsdale College or not) shall be made solely by MCA Corporation and MCA Corporation shall not be required to implement any strategy suggested by Hillsdale College.

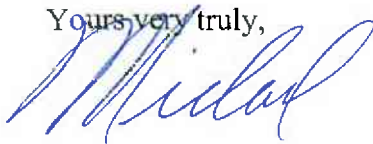
Paragraph 5 further provides:

Except as provided in Section 3 (e) [deals with Hillsdale's "Mark" and endorsements] and the next sentence, whenever MCA Corporation is required to consult with Hillsdale College under this Agreement, the recommendations of Hillsdale College shall be solely advisory and not binding on MCA Corporation. All determinations, decisions, and exercises of judgment by Hillsdale College relating to the use of the Marks by MCA Corporation shall be made in Hillsdale College's sole and absolute discretion, and such determinations, decisions, and judgments shall be conclusive.

The bottom line is that other than Hillsdale being mentioned in the Charter School Application as a "partner", Hillsdale has no role in the governance of MCA. MCA is always willing to accept recommendations from Hillsdale but, reserves the rights granted to it under Florida Statutes, the Charter Contract and the Agreement with Hillsdale to reject any recommendations made to it by Hillsdale.

It continues to be MCA's position that the best interests of the MCA students would be better served if MCA did not have to continually respond to these types of unfounded allegations and tactics by the District.

Yours very truly,



J. Michael Coleman

Enclosure

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Copy to: MCA Board of Directors, S. Arnold, Esq.

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Policy SE 53.0 - Grievances

In accordance with our Charter **all grievances must be resolved at the school**. Though we are chartered through CCPS, the district does not have general oversight of MCA operations. Only violations of the amended charter should be reported to CCPS.

This school firmly believes that adults must be models of good character even in the most difficult situations. Should a parent have a grievance concerning a particular class or the administration of the school, that grievance should be resolved using the following chain of command. Issues that arise in a particular classroom should always be addressed to the teacher first since the teacher always has more direct knowledge of the student than anyone else.

Mason Classical Academy is committed to providing the best possible conditions for all members of the school community including students, families, teachers and administrators. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a timely response from school supervisors and administrators. Fair and honest treatment of all students, family members and employees is our goal. In pursuit of that end, we encourage everyone to treat others with respect.

If a student or parent/guardian disagrees with established rules of conduct, policies or practices, or feels that they have been treated unfairly, they may express their concerns through the following grievance procedure. No person will be retaliated against or penalized formally or informally, for voicing a complaint with Mason Classical Academy in a reasonable, professional manner, or for participating in the investigation of a complaint pursuant to the grievance procedure set forth below.

A student, parent or guardian may initiate the grievance procedure to appeal any final decision of school personnel except this policy does not apply in the case of alleged sexual harassment where the provisions of the Sexual Harassment Policy apply.

Step I – Teacher – Parents should schedule a meeting with the teacher through the office. Under no circumstance is it ever acceptable for a parent to confront a teacher about an issue with students present, including his own.

Step II – Assistant Principal Conference – A parent or guardian wishing to invoke the grievance procedure shall make a written request for a conference with the Assistant Principal to discuss the grievance and seek resolution according to the following:

(a) No grievance will be heard unless it has been filed in writing within thirty (30) calendar days after the act or condition giving rise to the grievance and such filing must state with particularity the basis for the grievance, the policy, regulation and/or procedure, rule or law believed to have been violated, and the remedy sought.

(b) The Assistant Principal shall initiate an adequate, reliable and impartial investigation and grant a conference within five (5) school days following receipt of the written complaint.

(c) The person making the complaint will be permitted to present any information, documents, or witnesses that they would like to be considered as part of this conference and investigation. All

information related to the conference and investigation will remain confidential, unless disclosure is required under Florida's Public Records Act.

(d) Within ten (10) school days of the conference, the Assistant Principal will complete the investigation and respond to the complaint in writing summarizing the outcome of the investigation and any corrective or remedial action necessary.

(e) If the grievance is against the Assistant Principal, the Principal shall assume all duties assigned to the Assistant Principal in Step I.

Step III – Appeal to the Grievance Committee – If the grievance is not resolved at Step I, the complainant may appeal the decision in writing to the Grievance Committee.

(a) The Grievance Committee shall consist of no fewer than three (3) members to be composed of at least one parent, one staff member, and one member of the community. Members of the Grievance Committee shall be appointed by the Mason Classical Academy Governing Board.

(b) The appeal must be made within five (5) school days following receipt of the Assistant Principal's written response. The Grievance Committee shall review the complaint, the Assistant Principal's response, and all information and evidence collected as part of the investigation. Additionally, the Grievance Committee may choose to meet with witnesses or individuals involved in the investigation. All information related to the Grievance Committee investigation will remain confidential, unless disclosure is required under Florida's Public Records Act.

(c) Within fifteen (15) school days of receiving the appeal, the Grievance Committee shall set a meeting of the Grievance Committee to hear the appeal. This meeting will be a private meeting closed to the public. Only the complainant, and their invited guests, will be allowed to meet with the Grievance Committee. The complainant will send the Grievance Committee a complete list of their invited guests no later than one (1) school day prior to the scheduled meeting of the Grievance Committee.

(d) Within ten (10) school days of the appeal to the Grievance Committee, the Grievance Committee will respond to the complaint in writing summarizing the outcome of the investigation and any corrective or remedial action necessary.

Step IV – Appeal to Mason Classical Academy Governing Board – If the grievance is not resolved at Step II, it may be appealed in writing to the Mason Classical Academy Governing Board.

(a) Within 30 school days of receiving the appeal, the Mason Classical Academy Governing Board shall set a meeting to hear the appeal as an Agenda Item at a publicly noticed Regular Meeting or Special Meeting. The Mason Classical Academy Governing Board shall review the complaint, the Assistant Principal's response, the Grievance Committee's response and all evidence and information collected as part of the investigation. The Mason Classical Academy Governing Board then will take a vote on whether to grant the appeal, deny the appeal, or take any appropriate action.

As part of Step IV, the complainant acknowledges that the Mason Classical Academy Governing Board is subject to Florida's Sunshine Law, section 286.011, Florida Statutes, and that meetings of the Mason Classical Academy Governing Board are open to the public. Therefore, while the Mason Classical Academy Governing Board is mindful of the sensitivity of certain information, it may be necessary to disclose certain sensitive or previously confidential information in order for the Mason Classical Academy Governing Board to hear the appeal. By having the appeal heard at a public meeting, the

complainant waives any right to bring an action under the Family Educational Rights and Privacy Act (“FERPA”) or any related state or federal law.

(b) Within five (5) school days of the appeal to the Mason Classical Academy Governing Board, the Mason Classical Academy Governing Board will provide the complainant a with a letter summarizing the outcome of the appeal and any remedial action necessary. The decision of the Mason Classical Academy Governing Board shall be final.

Adopted: 13 April 2014

Amended: 9 May 2016

Amended: 8 August 2016

Amended: 26 August 2019