Filing # 99573882 E-Filed 11/27/2019 04:14:05 PM

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statutes Section 25.075. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION

MASON CLASSICAL ACADEMY, INC.

Plaintiff,

vs.

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FLORIDA a/k/a COLLIER COUNTY PUBLIC SCHOOLS,

Defendant.

_____/

CASE NO.

DIVISION:

II. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

- ☐ Condominiums
- ☒ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability—commercial
  - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real property/Mortgage foreclosure
  - ☐ Commercial foreclosure $0 - $50,000
  - ☐ Commercial foreclosure $50,001 - $249,999
  - ☐ Commercial foreclosure $250,001 or more
  - ☐ Homestead residential foreclosure $0 - $50,000
  - ☐ Homestead residential foreclosure $50,001 - $249,999
  - ☐ Homestead residential foreclosure $250,000 or more
  - ☐ Non-Homestead residential foreclosure $0 – $249,999
  - ☐ Non-Homestead residential foreclosure $50,001 – $249,999
  - ☐ Non-Homestead residential foreclosure $250,000 or more
  - ☐ Other real property actions $0 - $50,000
  - ☐ Other real property actions $50,001 - $249,999
  - ☐ Other real property actions $250,000 or more
- ☐ Professional malpractice
  - ☐ Malpractice—business
  - ☐ Malpractice—medical
  - ☐ Malpractice—other professional
- ☐ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitutional challenge—statute or ordinance
  - ☐ Constitutional challenge – proposed amendment
  - ☐ Corporate trusts
  - ☐ Discrimination – employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

FILED: COLLIER COUNTY, CRYSTAL K. KINZEL, CLERK, 12/02/2019 02:52:56 PM

$50,000

☐ THIS CASE IS APPROPRIATE FOR ASSIGNMENT TO THE COMPLEX LITIGATION BUSINESS DIVISION. PLEASE SEE ATTACHED COMPLEX BUSINESS LITIGATION DIVISION ADDENDUM FORM.

III. REMEDIES SOUGHT (check all that apply):
☐ monetary;
☒ non-monetary declaratory or injunctive relief;
☐ punitive

IV. NUMBER OF CAUSES OF ACTION: [1]
(specify)
(1) Declaratory Judgment

V. IS THIS CASE A CLASS ACTION LAWSUIT?
☐ yes
☒ no

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?
☒ no
☐ yes If "yes," list all related cases by name, case number, and court.

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?
☐ yes
☒ no

VIII. IS TRIAL EXPECTED TO LAST MORE THAN TEN (10) TRIAL DAYS (2 WEEKS)?
☐ yes
☐ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

DATE: November 27, 2019

for Raul Valles

Robert L. Rocke, Esq. (FBN 710342)
Email: rrocke@rmslegal.com
Raul Valles, Esq. (FBN 148105)
Email: rvalles@rmslegal.com
Ian A. Parry, Esq. (FBN 107040)
Email: iparry@rmslegal.com
ROCKE, McLEAN & SBAR, P.A.
2309 S. MacDill Avenue
Tampa, FL 33629
Phone: 813-769-5600
Fax: 813-769-5601
Secondary email: mlamoureaux@rmslegal.com
Secondary email: lknox@rmslegal.com
Attorneys for Plaintiff

Filing # 99573882 E-Filed 11/27/2019 04:14:05 PM

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION

MASON CLASSICAL ACADEMY, INC.

Plaintiff,

CASE NO.:

v.

DIVISION:

THE DISTRICT SCHOOL BOARD OF
COLLIER COUNTY, FLORIDA a/k/a COLLIER
COUNTY PUBLIC SCHOOLS,

Defendant.
_____/

COMPLAINT

Plaintiff, Mason Classical Academy, Inc. ("MCA"), sues Defendant, The District School Board of Collier County, Florida a/k/a Collier County Public Schools ("CCPS") and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action for declaratory relief pursuant to Chapter 86, Florida Statutes.

2. MCA is a Florida not for profit corporation with its principal address located in Collier County, Florida.

3. MCA is a charter school operating in Collier County, Florida since August 2014.

4. CCPS is the public school district for Collier County, Florida.

5. Pursuant to Fla. Stat. §1002.33(7) *et. seq.*, a charter school contract was executed between MCA and CCPS, which sets forth the terms and conditions for MCA's

operation (the "Charter Contract"). A copy of the Charter Contract is attached as Exhibit A.

6. MCA entered into a separate agreement with Hillsdale College to provide assistance to MCA in its charter school operations (the "Hillsdale Agreement"). A copy of the Hillsdale Agreement is attached as Exhibit B.

7. The Charter Contract does not require that the Hillsdale Agreement remain in place between MCA and Hillsdale College.

8. In or around June 2018, CCPS, by and through its general counsel, Jon Fishbane ("Fishbane"), began a yearlong undisclosed investigation of MCA in response to a complaint filed by the parent of several former MCA students.

9. It was not until April 23, 2019 when CCPS first informed MCA that it was pursuing an official investigation into the matters raised in the parent's complaint.

10. Ultimately, CCPS's investigation of MCA culminated with Fishbane's publication of an Investigative Report dated June 3, 2019 (the "Fishbane Report") wherein Fishbane made certain findings and recommendations to MCA.

11. MCA objected to the process with which CCPS undertook its investigation, and disagreed with many of the findings and recommendations made in the Fishbane Report.

12. Notwithstanding MCA's position, upon receiving a copy of the Fishbane Report, on June 6, 2019, Hillsdale College sent a letter to MCA informing MCA that if MCA failed to comply with all of recommendations contained within the Fishbane Report by no later than June 30, 2019, Hillsdale College would unilaterally "sever its

association with MCA in accordance with the terms of the [Hillsdale Agreement]." A copy of the June 6, 2019 letter is attached as Exhibit C.

13. The Hillsdale Agreement allows either party to terminate the Agreement regardless of the reason by providing the other party with sixty (60) days' written notice.

14. In follow up correspondence from Hillsdale College dated June 17, 2019, Hillsdale College informed MCA that "the MCA board should regard the June 6, 2019 correspondence from Hillsdale College as sufficient notice to begin the 60-day termination period" required under the Hillsdale Agreement. A copy of the June 17, 2019 letter is attached as Exhibit D.

15. Thereafter, on June 30, 2019, Hillsdale College again reiterated to MCA that Hillsdale College intended to terminate the Hillsdale Agreement on August 5, 2019 (i.e., 60 days from the original June 6, 2019 letter) because MCA had purportedly failed to cure and comply with all of the findings and recommendations contained within the Fishbane Report. A copy of the June 30, 2019 letter is attached as Exhibit E.

16. Accordingly, on August 5, 2019, the Hillsdale Agreement terminated.

17. In the meantime, on August 1, 2019, CCPS and MCA conducted a mediation of their dispute surrounding the Fishbane Report and CCPS's underlying investigation and executed a Mediation Settlement Agreement (the "MSA"). A copy of the MSA is attached as Exhibit F.

18. The MSA specifically notes that "on June 6, 2019, Hillsdale College sent a letter to [MCA] to indicate an intent to terminate their relationship with [MCA] unless certain actions were taken."

19. The MSA does not require that the Hillsdale Agreement remain in place or that MCA otherwise continue its relationship with Hillsdale College.

20. The MSA was subsequently approved and ratified by MCA's and CCPS's respective boards, and thus became binding on the parties, on August 6, 2019.

21. On the same date, presumably upon learning that the MSA had been approved and ratified the MCA and CCPS boards, Hillsdale College attempted to rescind its termination of the Hillsdale Agreement which occurred on August 5, 2019.

22. In response, MCA's counsel informed Hillsdale College that MCA considered the Hillsdale Agreement effectively terminated as of August 5, 2019 and that, as a matter of law, the termination could not be rescinded since it had already occurred.

23. On August 14, 2019, CCPS sent MCA a letter wherein CCPS took the position that MCA had failed to carry out the terms of the MSA, and was in breach of the Charter Contract as a result of the termination of the Hillsdale Agreement and MCA's relationship with Hillsdale College.

24. Subsequently CCPS, through Fishbane, has stated that CCPS views Hillsdale College's attempt to rescind its termination of the Hillsdale Agreement as legally valid.

25. Moreover, CCPS has threatened to terminate MCA's Charter Contract claiming that MCA's refusal to recognize the Hillsdale Agreement as valid constitutes a breach of the Charter Contract.

26. There is nothing within Fla. Stat. §1002.33, MCA's Charter Contract or the MSA that requires MCA to maintain a contractual relationship with Hillsdale College.

27. MCA has retained the undersigned law firm and are obligated to pay it a reasonable fee for its services rendered.

28. All conditions precedent to the maintenance of this action have been performed or have occurred.

COUNT I – DECLARATORY JUDGMENT

29. This is an action for declaratory judgment against CCPS.

30. MCA realleges and incorporates by reference the allegations in paragraphs 1 through 28 as if fully set forth herein.

31. Neither Fla. Stat. §1002.33 nor MCA's Charter Contract or the MSA requires MCA to maintain a contractual relationship with Hillsdale College; nor has MCA breached the MSA or the Charter Contract.

32. Notwithstanding, CCPS has threatened to terminate MCA's Charter Contract claiming that MCA has breached the Charter Contract in particular by refusing to recognize the Hillsdale Agreement as valid, notwithstanding that Hillsdale College terminated the Hillsdale Agreement as of August 5, 2019.

33. Accordingly, MCA and CCPS are in doubt as to the existence of certain of their rights and obligations under the Charter Contract and desire that this Court determine whether MCA has breached the MSA or Charter Contract.

WHEREFORE, MCA respectfully requests that this Court enter an Order declaring that termination of the Hillsdale Agreement does not constitute a breach of MCA's Charter Contract or the MSA and award MCA its costs and attorney's fees pursuant to the MSA and such other relief the Court determines appropriate.

DATED: November 27, 2019.

Robert L. Rocke, Esq. (FBN 710342)
Email: rrocke@rmslegal.com
Raul Valles, Esq. (FBN 148105)
Email: rvalles@rmslegal.com
Ian A. Parry, Esq. (FBN 107040)
Email: iparry@rmslegal.com
ROCKE, McLEAN & SBAR, P.A.
2309 S. MacDill Avenue
Tampa, FL 33629
Phone: 813-769-5600
Fax: 813-769-5601
Secondary email:
mlamoureaux@rmslegal.com
Secondary email: lknox@rmslegal.com
Attorneys for Plaintiff

THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA

THIS CHARTER entered into as of the 13th day of June, 2017, by and between

THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

MASON CLASSICAL ACADEMY, A PUBLIC CHARTER SCHOOL
a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board, as updated by the renewal application and any subsequent amendments.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this charter entered into between the School and the Sponsor.

County shall mean Collier County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Mason Classical Academy (contracting party/legal entity and dba).

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

EXHIBIT
tabbies
A

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.

2. Term. The term of this Charter shall be five (5) years commencing on July 1, 2017, and ending on June 30, 2022, unless terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(6)(h), Florida Statutes. In the event of any dispute in need of resolution, the parties hereto agree to follow the provisions set forth in FS §1002.33(6)(b).

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. Should the term of this contract exceed five years, the Sponsor shall conduct a High-Stakes

Review at least every five years and shall present the findings of the review to the governing board of the School.

C. Education Program and Curriculum

1. Any material change to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.

4. The School shall adopt the District's plan for English Language Learners, including the exemptions listed in the application, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

6. The School shall implement all State of Florida requirements with respect to end of course ("EOC") examinations for all course areas identified by the State and other State assessment requirements.

D. Renewal/Non-Renewal/ Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this charter after written notice of noncompliance;

b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

d. Failure by the School to provide the District with access to records within twenty (20) business days upon written request;

e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

f. Violation by the School of any court order pertaining to the operation of the School;

g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents within thirty (30) days following a notification from the

District, Auditor General, or FDOE, that such a plan is required in accordance with F.S. §218.503;

i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

k. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

n. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;

o. Willfully or recklessly failing to manage public funds in accordance with the law;

p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

q. Failure to maintain the minimum number of governing board members for more than 30 days;

r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety (90) days prior to renewing, non-renewing, or terminating this Charter.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing. The hearing shall be conducted within sixty (60) calendar days after receiving a written request to conduct such a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume

operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full

ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15th of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15th of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11)for the following student groups:

    i. Students scoring a level 1 on prior year assessment
    ii. Students scoring a level 2 on prior year assessment
    iii. Students scoring a level 3 or higher on prior year assessments
    iv. Students with disabilities
    v. English Language Learners

3. By October 15th of the each year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above if the school received a grade from the Florida Department of education of D or F for the previous year. This provision will be voluntary if the school received a grade of A-C. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals in a format mutually agreed upon every four years pursuant to the process described in this paragraph.

    i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

4. Annually, the School shall report its academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the FDOE in the event the school's last grade from FDOE was a D or F.

5. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.

6. The School agrees to maintain its educational based programs as specified in the School's approved Application. The parties agree that the Sponsor, with reasonable notice, may schedule and perform monitoring site visits at mutually agreed upon times and up to three (3) times a year. With respect to the first two (2) visits, the Sponsor will provide two (2) weeks advance notice of the intended visit which shall include an

explanation of the purpose of the visit and the anticipated agenda for the visit. With respect to the third visit, the Sponsor will provide six (6) weeks advance notice in connection therewith. If the School receives a grade of a "D" or a "F" from the Florida Department of Education, then the Sponsor shall be entitled to up to two additional visits during a school year.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

   a. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law.

   b. The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Improvement Plan submitted to the Sponsor. The School Improvement Plan will be voluntary in the event the School receives a grade from the Florida Department of Education of an "A", "B", or "C." It will be mandatory in the event of a grade of "D" or "F". In the event of any deficiency in a voluntary or mandatory School Improvement Plan, the School will follow the criteria for the School Improvement Plan as set forth in FS §1002.33(9)(n) and this Charter.

   c. This Charter may be terminated by the Sponsor if insufficient progress has been made towards the goals and outcomes designated in the SIP and it is not likely that such objectives can be achieved before expiration of the charter or the School receives a state designated grade of F in two (2) consecutive years and it's not granted a waiver by the State Board of Education.

   d. In addition to evaluating the School's success in achieving the objectives stated in either the Application or the School Improvement Plan, the School will be held accountable for meeting the State's student performance requirement as delineated in State Board of Education Administrative Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability.* Specific authority for this is found in FS §1001.02, 1008.33, and 1008.345.

B.. <u>Assessments</u>

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform.

3. The School shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in the Application and School Improvement Plans. When determining the baseline standard of achievement for students, the School shall develop maintain, monitor, track, and include the following:

a. How the baseline student academic achievement levels and prior rates of academic progress will be established;

b. How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School;

c. To the extent possible, how these rates or progress will be evaluated and compared with rates of progress of other closely comparable student populations.

4. Sponsor is required to provide academic student performance data to the School for each of its students coming from Sponsor's system, as well as rates of academic progress of comparable student populations in Sponsor's system if feasible.

5. If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

6 All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor and School agree it is

necessary, and the School's consent shall not be unreasonably withheld.

7. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

8. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion/Graduation

The School's student promotion policy shall be consistent with the provisions of the Application. The School may adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

1) The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

2) The School agrees to use data provided through its participation with the Sponsor in electronic data processing systems pertaining to admissions, registration, and student records at no additional cost to the School.

3) The School agrees to allow the Sponsor reasonable access to its facilities and records to review data sources during or in preparation for Sponsor's monitoring visits, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met as stated in the Contract, and required by FS §1002.33(23). At all other times, the Sponsor may make requests for the same above-mentioned data, and the School shall deliver it within 30 days, except in cases of health, safety, or welfare of the School's students, at which time the request will be expedited.

Section 3: Students

A. The School will serve students in grades K through 12.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The school may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance.

The School shall be non-sectarian in its programs, enrollment policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

B. The School shall make reasonable efforts, in accordance with federal law, and F.S. §1002.33(10)(e)4, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in

the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the school will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. No later than November 30 of each year, the School shall provide to the Sponsor the School's projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

G. Annual Enrollment

1. Preliminary Projection: No later than November 30 of each year, the School shall

provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this contract, the proposed enrollment capacity for the subsequent school year.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this contract, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the governing board.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents, as such term is defined in F.S. §1000.21(5), upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student. Prior to the IEP meeting, the Sponsor, if mutually agreed to, may serve as the LEA representative at the IEP meeting.

A representative of the Sponsor shall be invited to participate in all IEP meetings. The Sponsor retains the right to determine whether or not to send a representative to such meetings.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:

(a) The due process hearing is conducted pursuant to applicable State laws and rules;
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL)

certified or ESOL endorsed personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) at no cost to the School and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may dismiss a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not dismiss a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations in the forms of incidences that result in ISS and/or OSS; to be included in the District's discipline reporting, or as otherwise required by law. The School agrees that it will not engage in the corporal

punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.

N. School/Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The parties shall use the District's FOCUS Student Information System or subsequent system then in place. The Sponsor will work with any third party provider as needed for the School's system to be automatically updated with enrolled student's information. The School will receive the appropriate training from Sponsor at the Sponsor's expense. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in

the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. In order to facilitate the School's reporting requirements as reflected in the law and in order to provide continuous data for students participating in the School, the parties agree that the School will use the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment information. The Sponsor will analyze the School's facility and develop a hardware/software solution which provides the School with limited access to the Sponsor's data processing facility. The School will provide hardware and related infrastructure.

v. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

vi. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation and the Florida digital classrooms allocation.

vii. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education

Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District may, at its discretion, provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor.

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15. . The Sponsor may not delay payment to the School of any portion of the funds provided in Section 4.A.1 based on the timing of receipt of local tax revenue by the Sponsor, in accordance with HB 7029.

ii. Monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract.

.b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the

expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.

ii. The School's annual financial audit as required by section 218.39, F.S and this Contract.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, including by way of example, but not limited to, IDEA, Title I, Title II, Federal Migrant funding the Sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the Sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public students in the school district. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.G. of this Contract.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for

compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.

4. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

6. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

8. (a). Any Title I funds allocated to the School must be used to supplement students greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. The School's eligibility to receive Title I funds will be based on the percentage of students participating in the Free and/or Reduced Price Lunch Program as determined by an Economic Survey using a predetermined cut-off level established by the Sponsor which uses currently a 75% free and reduced lunch threshold percentage to qualify as a Title I school.

(b) The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the Sponsor for that purpose. The allocation of Title I funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations.

(c) Any capital outlay item purchased with Title I funds remains the property of Title I. This property must be identified and labeled for Title I property audits. The property must be returned to the Sponsor if the School is no longer eligible for Title I funding.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent.

2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE. If the FDOE requests that the Sponsor provide a recommendation of whether the School should receive Capital Outlay, the Sponsor shall recommend to FDOE that the School receive Capital Outlay unless an annual audit of the School contains a finding of financial emergency conditions provided in Section 218.503(1) for the most recent fiscal year for which such audit results are available.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly Financial Reports

The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe. In accordance with this provision, the School agrees to complete the District's Charter School Monthly Financial Reporting Form no later than the last work day of the month following the month being reported.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in August.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than August 31. The School agrees to provide financial data, in the format required by the Florida Department of Education, for inclusion in the District's Annual Financial Report (AFR) no later than August 31.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its

annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's Fiscal year shall be July 1 – June 30.

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

8. In the event of a financial emergency, a Financial Recovery Plan and Corrective Action Plan is required by statute and by State Board of Education rule. In this regard, if the School's internal audit reveals a deficit financial position, the auditors are required to notify the School's governing board, the Sponsor, and the Department of Education. The Internal auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the Charter School and the chair of the governing board within seven (7) working days after finding the deficit position. A final report shall be provided to the entire governing board, the Sponsor and the Department of Education within fourteen (14) days after the exit interview.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

i. Guarantee payment for any purchases made by the School;

ii. Guarantee payment for any debts incurred by the School;

iii. Guarantee payment for any loans taken out by the School.

iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 3073 S. Horseshoe Dr., Naples, FL 34104.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. 1) The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School shall update the list provided in the Application if the location or facilities of the School changes. The School agrees to periodic health and safety inspections conducted by District safety staff.

2) After the first year of operation, all inspections (Health, Fire and Certificates of Occupancy) shall be delivered to the Sponsor's Office of Charter School Programs by July 15, annually.

C. The School may adopt the Sponsor's "Emergency Management Plan," ("EMP"). Notwithstanding the above acceptance of the EMP, the School and the Sponsor may agree to any reasonable exemptions from the EMP. Any failure to agree on any such exemptions shall not be considered a dispute.

D. In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.

E. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

F. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School may elect to provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through

an agreement or contract with the Sponsor, a private provider, and/or parents.

B. Reasonable Distance [for purposes of this contract]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a 2-4 mile walkout radius of the School and those students subject to a hazardous walking condition.

C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract (where permissible under the given insurance contract), insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The

insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be $1 million per occurrence/$2 million annual aggregate, combined single limit covering bodily injury.

4. Deductible/Retention: Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property damage Liability may be subject to a maximum deductible of $10,000 per occurrence.

5. (a) Business automobile coverage with the same limits as general liability.

(b) Liabilities covered: The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.

(c) Minimum limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be $1 million per occurrence. Combined single limit and comprehension and collision with a deductible of not more than $1000.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. (1) The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

(2) Coverages: The School's insurance shall cover the School (and to the extent its subcontractors and its sub-contractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(3) Minimum Limits: Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: $500,000; EL Disease-Policy Limit: $500,000; EL Disease-Each Employee: $500,000.

E. Fidelity Bond/Crime Coverage: The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss /two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is

sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense

Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) of 8(J) above, the District and School do not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Section 8(H) or 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. <u>Notice of Claims</u>

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal/Replacement

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, charter school employee, or individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the charter school's website.

The governing board will ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to FS §1002.33(9)(j)(1), who shall submit the report to the governing board. It will also be responsible for reviewing and approving the audit report, including audit findings and recommendations.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or governing board member. Prospective governing board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2), (3), (7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

8. Any change in governing board membership must be reported to Sponsor in writing within 5 business days of the change.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The School shall provide the services of a full-time administrator/principal during all hours students are on the School site, at minimum; exclusive of call-

away situations which would warrant the delegation of authority to a person to act as lead administrative principal.

3. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

4. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

5. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

6. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

7. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

8. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. (1) The teachers employed by, or under contract with the School shall be certified as highly qualified as required by FS Chapter 1012, and applicable federal statutes, and FLDOE certification procedures. The School shall determine whether or not an applicant is eligible for certification based on documentation submitted by the applicant, including whether or not an applicant qualifies as a non-certified expert-in-the-field. Teachers assigned out-of-field must complete the required credit hours toward certification each year. The School may employ or contract with skilled, selected non-certified personnel to assist instructional staff members as teacher aides in the manner as defined in FS Chapter 1012, and as provided by State Board of Education rule for charter school governing boards.

(2) All para-educators hired must show that they have a minimum of two years of college, an AA degree, or having passed an equivalent exam.

(3) The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

(4) The School shall not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

(5) Students enrolled at the School who have limited proficiency in English shall be served by qualified ELL personnel, in accordance with the policies and procedures of the State of Florida and will follow the Sponsor's District Plan for Limited English Proficient Students. The School will meet the requirements of the Consent Decree entered in Lulac, et al v. State Board of Education.

(6) Sponsor and School agree that should any changes or modifications to these provisions arise as consequence of the implementation of the Federal Every Student Succeeds Act ("ESSA") or the passage of new State law, they will follow such law and notify one another, in good faith, accordingly.

F. The School shall immediately provide, to the Sponsor, full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18).

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18, Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, (which shall be understood to include clearance by the Sponsor), granting leaves of absence, and/or terminating teachers. Upon receipt of this information, the District shall make every reasonable effort within seven (7) to ten (10) business days to provide the Collier County Public School user name and identification number.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to complete the same background check as those of the Sponsor including compliance with the Jessica Lunsford Act as well as being fingerprinted by an authorized law enforcement agency or Sponsor personnel who are trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify

the District's Human Resource Department when a staff member is no longer employed at the School. Where allowed by law, the Sponsor and the School will allow members of the Governing Board to use fingerprints gathered at other locations for any purpose within this paragraph.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School agrees to disclose to parents and the Sponsor the qualifications of its teachers and paraprofessionals. The School shall submit to the Sponsor a list of all teachers and paraprofessionals employed at the School at the beginning of each school year. The list must include the certification information requested by the Sponsor. The School shall report to the Sponsor any and all staff changes made during the school year as they occur. At the Sponsor's request, the School shall provide documentation as to the qualifications of persons designated as experts who assume instructional responsibilities.

L. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports/Documents

A. [School1]Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Governing Board meeting agenda and minutes

B. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement [if materially revised]

17. Student Progression Plan [if materially revised]

C. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug and Alcohol Free Workplace: The School shall be a workplace free of drugs and alcohol.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.
Severability

H. If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the

parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

With the foregoing in mind, all legal notices and/or notifications will be sent to the School's Board Chair and the School's legal counsel c/o Shawn Arnold, Esq. and Melissa Gross-Arnold, Esq., 6279 Dupont Station Court, Jacksonville, FL 32217.

School:
Mason Classical Academy
3073 S. Horseshoe Dr.
Naples, FL 34104

With a copy to:
Mason Classical Academy
Kelly Lichter, Board President
3073 S. Horseshoe Dr.
Naples, FL 34104

Sponsor:
Collier County Public Schools
Director of Charter Schools
5775 Osceola Trail
Naples, FL 34109

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict/Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the charter school responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

IN WITNESS WHEREOF, the parties hereto have executed this Contract on May 11, 2017.

Mason Classical Academy

By: Kelly Lichter, Board President

The District School Board of Collier County

By: Roy Terry, Board Chair

Approved as to form and legal Sufficiency

Jon Fishbane
District General Counsel

AGREEMENT

This is an Agreement (the "Agreement") dated as of December 12, 2017, between Hillsdale College, a Michigan not for profit corporation ("Hillsdale College"), and Mason Classical Academy Inc, a Florida not for profit corporation ("MCA Corporation"). This Agreement is effective as of January 1, 2018.

RECITALS

A. Hillsdale College desires, through its Barney Charter School Initiative, to assist the launch of K-12 charter schools based on a classical liberal arts model. These schools will have a strong civics component that will equip students to understand and defend the principles of the American founding. Through this initiative, Hillsdale College can express its philosophy of education in a K-12 school setting, a philosophy that defines good education as did America's founders and rejects the Progressive educational philosophy. Charter Schools assisted by Hillsdale College commit to embrace and uphold the following key characteristics:

(1) The centrality of the Western tradition in the study of history, literature, philosophy, and fine arts;

(2) A rich and recurring examination of the American literary, moral, philosophical, political, and historical traditions;

(3) The use of explicit phonics instruction leading to reading fluency, and the use of explicit grammar instruction leading to English language mastery;

(4) The teaching of Latin;

(5) The acknowledgement of objective standards of correctness, logic, beauty, weightiness, and truth intrinsic to the liberal arts;

(6) A school culture demanding moral virtue, decorum, respect, discipline, and studiousness among the students and faculty;

(7) A curriculum that is content-rich, balanced and strong across the four core disciplines of math, science, literature, and history;

(8) A faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods rather than "student-centered learning" methods;

(9) A school that uses technology effectively but without diminishing the faculty leadership that is crucial to academic achievement, and

(10) A school with a plan to serve grades K through 12.

B. MCA Corporation has been recognized by the Internal Revenue Service ("IRS") as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). MCA Corporation is not a private foundation but is a public charity under Section 509(a) of the Code. MCA Corporation has received an exemption letter from the IRS indicating that it is a 501(c)(3) entity which is not a private foundation.

EXHIBIT
tabbies
B

C. MCA Corporation has been granted a charter from Collier County School District (the "Authorizing Agency") to operate a charter school. MCA Corporation has named this charter school "Mason Classical Academy" ("Charter School").

D. Hillsdale College and MCA Corporation previously entered into an agreement by which Hillsdale College provided assistance to MCA Corporation in connection with Charter School. That previous agreement will expire January 1, 2018 MCA Corporation has requested that Hillsdale College renew its assistance to MCA Corporation.

E. Hillsdale College has determined that the mission of MCA Corporation (the "Mission") continues to be consistent with the mission of the Barney Charter School Initiative and agreed to provide assistance to MCA Corporation without charging a fee to, or seeking reimbursement from, MCA Corporation, on the terms and conditions stated in this Agreement.

F. MCA Corporation accepts such assistance from Hillsdale College without charging a fee to, or seeking reimbursement of expenses from, Hillsdale College , and agrees to the terms and conditions stated in this Agreement.

G. Nothing in this Agreement creates or is intended to create a partnership, employer-employee relationship, agency relationship, or any relationship implying or ceding any control over MCA Corporation, Charter School, the governance of Charter School, or the operations of Charter School to Hillsdale College, or any of Hillsdale College's employees, agents, or representatives.

AGREEMENT

1. **Statement of Purposes.**

The purpose of this Agreement is to set forth the terms and conditions by which Hillsdale College will provide assistance to MCA Corporation to enable MCA Corporation to operate Charter School.

2. **MCA Corporation Agrees To:**

(a) **Operation of Charter School.**

Charter School shall be operated in accordance with *(i)* all terms and conditions of this Agreement, *(ii)* the Mission, and *(iii)* all requirements of the Authorizing Agency for operating Charter School (including, without limitation, the Authorizing Agency's minimum educational standards and the student performance standards identified in MCA Corporation's charter application) (Collectively, all terms and conditions of this Agreement, the Mission, and all requirements of the Authorizing Agency for operating Charter School are referred to as the "Requirements.") MCA Corporation shall operate Charter School in the best classical and civic traditions. Should any of the terms and conditions of this Agreement with respect to Charter School be inconsistent with the Authorizing Agency's minimum educational standards and/or student performance standards identified in MCA Corporation's charter application, the Authorizing Agency's minimum educational standards and/or student performance standards identified in MCA Corporation's charter application shall control.

(b) **Consultation with Hillsdale College.**

MCA Corporation shall look to Hillsdale College as the first and primary source of models, resources, and guidance on the development and operation of Charter School's academic program, including, without limitation, the academic mission, academic policies, curriculum, and teaching practices, consistent with the terms and conditions of Charter School's approved charter application. In all instances, the terms and conditions of Charter School's approved charter application shall control. Hillsdale College may, in Hillsdale College's discretion provide advice to MCA Corporation with respect to strategies for the operation of Charter School (including, without limitation, with respect to improving the performance or progress of students attending Charter School), 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 .

(c) **Provide Reports.**

MCA Corporation agrees to provide to Hillsdale College the following information:

(i) **Initial Documents.**

Within fifteen (15) days after this Agreement has been fully executed, MCA Corporation shall furnish to Hillsdale College the following (to the extent not previously furnished to Hillsdale College):

(1) Articles of Incorporation of MCA Corporation and any amendments thereto.

(2) By-laws of MCA Corporation and any amendments thereto.

(3) Current Mission Statement for Charter School.

(4) Tax Exemption Letter from IRS for MCA Corporation.

(5) Charter School Application filed with the Authorizing Agency.

(6) Any written response from the Authorizing Agency.

(7) Current curriculum description.

(8) Current school policy handbook.

(9) Parent satisfaction survey that MCA Corporation intends to use to measure the satisfaction of the parents of the students attending Charter School.

(ii) **Documents Available During Visitations.**

MCA Corporation agrees to have available for review by Hillsdale College during Hillsdale College's visitation to Charter School the following documents, subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and any other applicable privacy restrictions imposed as a matter of law:

(1) Reports of the performance of the students in each grade of Charter School.

(2) Attendance records for the students in each grade of Charter School, including, without limitation, in the aggregate for each grade, the following: enrollment, student absences, teacher absences, and tardiness.

(3) Reports of the results of any parent, teacher, or student satisfaction survey conducted since the last visit by Hillsdale College.

(4) Report of all complaints or issues (other than frivolous complaints or issues) raised by parents, teachers, or members of the community since the last visit by Hillsdale College; all steps taken or to be taken by Charter School in connection with such complaints or issues; and the resolution (if any) of such complaints or issues.

(5) Report of each visitation by representatives of, or significant interaction with, the Authorizing Agency and all steps taken or to be taken by Charter School in connection with such visitation or interaction.

(6) Any update to a previous report given to Hillsdale College which is not otherwise addressed in Sections 2(c)(ii)(1) through 2(c)(ii)(5).

(iii) Quarterly Documents.

Within forty-five (45) days after the end of each calendar quarter through the calendar quarter ending September 30, 2022, MCA Corporation shall furnish to Hillsdale College all of the following with respect to such calendar quarter:

(1) Income statement for MCA Corporation for such calendar quarter (and if a separate income statement is prepared for Charter School, the income statement for Charter School for such calendar quarter)

(2) Balance sheet for MCA Corporation as of the end of such calendar quarter (and if a separate balance sheet is prepared for Charter School, the balance sheet for Charter School for such calendar quarter).

(3) Student headcount for each grade of Charter School as of the last date of such calendar quarter.

(iv) Annual Documents.

By October 1 of each calendar year, starting October 1, 2018, through October 1, 2022, MCA Corporation shall furnish to Hillsdale College an annual report, which includes all of the following:

(1) Any changes to MCA Corporation's tax-exempt status or a statement that no such changes were made.

(2) Any amendments to the Articles of Incorporation or By-Laws of MCA Corporation or a statement that no such amendments were made

(3) All updates to the Mission statement, curriculum description, and school policy handbook or a statement that no such updates were made.

(4) Any report which was submitted to the Authorizing Agency during the previous calendar year or an explanation why no such report was submitted to the Authorizing Agency.

(5) Subject to FERPA and any other applicable privacy restrictions imposed as a matter of law, reports of the standardized test results of the students in each grade of Charter School during the prior year (including, without limitation, any tests required by the State of Florida, SAT, ACT, other college entrance tests, and Advanced Placement tests) or a statement that no such tests were conducted and an explanation why no such tests were conducted.

(v) **Periodic Reporting.**

Subject to FERPA and any other applicable privacy restrictions imposed as a matter of law, as soon as practicable after the relevant event, MCA Corporation shall notify Hillsdale College (in writing, by email or facsimile, or orally) of the following, with MCA Corporation evaluating what qualifies for each:

(1) Significant interactions with the Authorizing Agency;

(2) Significant interactions with any parent of a student attending Charter School,

(3) Significant interactions with community leaders;

(4) Any other event that can reasonably be described as newsworthy, extraordinary, or a significant event in the life of Charter School.

3. **Hillsdale College Agrees To:**

(a) **Candidate for Principal.**

If there is a vacancy in the office of principal for Charter School, Hillsdale College shall assist MCA Corporation with the selection of a principal for Charter School by soliciting for candidates for the position of principal of Charter School and if one or more potential candidates are identified, notifying MCA Corporation of the names and contact information for such potential candidate or candidates. MCA Corporation shall consult with Hillsdale College with respect to the selection of the principal; however, the choice of the principal shall be solely the decision of MCA Corporation and MCA Corporation shall not be required to hire any candidate proposed by Hillsdale College.

(b) **Development of Curriculum of Charter School.**

Hillsdale College shall provide to MCA Corporation a general model for a curriculum of a charter school. Hillsdale College shall provide assistance with the development of the

curriculum of Charter School by supplying sample statements of principles, course outlines, suggesting resources, and reviewing and commenting on the proposed curriculum and teaching materials prepared by Charter School. All decisions with respect to the curriculum and teaching materials of Charter School shall be made solely by MCA Corporation and shall be consistent with applicable laws and regulations and with the approved charter application for Charter School.

(c) **Teacher Education.**

Hillsdale College shall provide teacher education seminars of a duration, scope, and location to be determined by Hillsdale College, without charging a fee to, or seeking reimbursement of expenses from, MCA Corporation or Charter School, but providing, at a minimum, a two-day seminar in each year of this Agreement (the "Teacher Education Seminar") The location of each Teacher Education Seminar, the determination of the courses offered during each Teacher Education Seminar, the faculty chosen to teach such courses, the number of attendees invited to each course, and any prerequisites for attending each course shall be solely the decisions of Hillsdale College. MCA Corporation shall determine which teachers to invite as attendees.

(d) **Visitation.**

Upon reasonable notice and with prior permission, and subject to Charter School's visitation policies and procedures, Hillsdale College shall be entitled to make periodic visits to Charter School in order to observe the operation of Charter School, including, without limitation, the climate or culture at Charter School, teacher performance, use of the curriculum, student performance, and meetings with members of the community. Hillsdale College, in its discretion, shall determine the number of visits, the length of each visit, the subject matter or matters being observed in each visit, and the individuals who will represent Hillsdale College during such visit. Hillsdale College may give advice with respect to the operation of Charter School which, in Hillsdale College's judgment, would improve the operation of Charter School so that Charter School will be operated in accordance with all of the Requirements and will be operated in such a way as to educate students in the best classical and civic traditions. Hillsdale College shall not charge a fee to, or seek reimbursement from, MCA Corporation or Charter School with respect to such visits. Hillsdale College is not required to give any such advice. MCA Corporation shall cooperate with Hillsdale College to arrange such visits and to maximize the observation opportunities as requested by Hillsdale College (subject to Charter School's visitation policies and procedures); provided, however, the decision whether to implement any advice (whether suggested by Hillsdale College or not) shall be made solely by MCA Corporation, and MCA Corporation shall not be required to follow any advice suggested by Hillsdale College. The visits by Hillsdale College to Charter School pursuant to this Section 3(d) shall be in addition to any visits by Hillsdale College to Charter School pursuant to Section 3(e)(v)

(e) **Endorsement.**

(i) **Rigorous Standards.**

The name "Hillsdale College" is well-known and highly regarded. Its name has become a "brand" and is associated with rigorous academic standards in liberal arts education;

excellence in teaching, a deep understanding of civics, a commitment to the principles of the American founding; and institutional independence.

(ii) **Statements Indicating Endorsement.**

MCA Corporation acknowledges that Hillsdale College's name, services marks, and logo, including as embodied in endorsement language (collectively, "Marks"), reflect a considerable investment by Hillsdale College in its educational services, and symbolizes its valuable goodwill. MCA Corporation desires to hold Charter School out as being endorsed by, associated with, or sponsored by Hillsdale College. Hillsdale College agrees to permit the use of its Marks, if desired by MCA Corporation, solely in accordance with the terms of this Agreement. This license is limited to the physical premises of Charter School and the authorized activities of Charter School. This license is nonexclusive and nontransferable. MCA Corporation may not sublicense the use of the Marks. MCA Corporation may not take any legal actions to enforce rights relating to the Marks.

(iii) **Submission of Proposed Uses.**

MCA Corporation shall provide Hillsdale College with copies of where it desires to use the Marks, including the proposed endorsement language, the medium (web site, newsletters, merchandise, promotional spot on the radio/television, etc., signage, merchandise (such as Charter School jerseys or backpacks), and the like), and the proposed duration of use. Hillsdale College may, in its sole discretion approve or reject such proposed use, and may request additional information or place limitations on such use. Unless approval has been given in advance in writing, the proposed request shall be deemed rejected.

(iv) **Conditions.**

To use the Marks, MCA Corporation must be in compliance with all terms of this Agreement and all applicable laws. To use the Marks, Charter School must be a model of excellence in the community in terms of the following

(1) Graduation rates;

(2) Physical environment (safe, clean, and free of illegal drugs, violence, and crime);

(3) Emphasizing the centrality of the Western tradition in the study of history, literature, philosophy, and fine arts;

(4) Providing a rich and recurring examination of the American literary, moral, philosophical, political, and historical traditions;

(5) The use of explicit phonics instruction leading to reading fluency, and the use of explicit grammar instruction leading to English language mastery;

(6) The teaching of Latin;

(7) The acknowledgement of objective standards of correctness, logic, beauty, weightiness, and truth intrinsic to the liberal arts,

(8) Providing a school culture demanding moral virtue, decorum, respect, discipline, and studiousness among the students and faculty;

(9) Providing a curriculum that is content-rich, balanced and strong across the four core disciplines of math, science, literature, and history;

(10) Maintaining a faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods rather than "student-centered learning" methods,

(11) Being a school that uses technology effectively but without diminishing the faculty leadership that is crucial to academic achievement; and

(12) Being a school with a plan to serve grades K through 12.

The Marks may not be used in connection with the name, logo, or reference to any person or entity other than MCA Corporation in connection with Charter School without the express written permission of Hillsdale College. MCA Corporation shall not permit a third party to place a lien, mortgage, security instrument, or other legal claim of right or interest in the Marks or tangible material embodying the Marks.

(v) Inspection.

Yearly, or more often if requested by Hillsdale College, MCA Corporation shall provide Hillsdale College with copies of representative materials and signage evidencing use of the Marks. Upon reasonable notice and with prior permission, and subject to Charter School's visitation policies and procedures, Hillsdale College shall be entitled to make periodic visits to Charter School to confirm compliance with the applicable terms of this Agreement. If Hillsdale College discovers any nonconformities, it shall notify MCA Corporation in writing and MCA Corporation shall promptly correct such nonconformity in order to comply with the terms of this Agreement.

(vi) Goodwill.

MCA Corporation acknowledges that its use of the Marks is permissive and that it acquires no legal rights or goodwill in the Marks. All use of the Marks inures to the benefit of Hillsdale College. If requested, MCA Corporation shall execute any legal documents evidencing the foregoing.

(vii) Termination of Use of Marks.

Termination of this Agreement shall automatically terminate the permission to use the Marks. Hillsdale College may terminate the permission to use the Marks at any time for any reason. Hillsdale College shall give written notice of its intent to terminate such use (or of a particular use) and the effective date of termination.

(viii) Injunctive Relief.

Unauthorized use of the Marks, including use after termination or expiration of this Agreement and use outside the scope of the license, will cause damage to Hillsdale College that may not be adequately compensated through monetary damages Hillsdale College shall be entitled to equitable relief, including temporary, preliminary, and/or permanent injunctive relief, to remedy an actual or threatened unauthorized use of the Marks. MCA Corporation agrees to the entry of an order for equitable remedies in the event that it violates any trademark right of Hillsdale College, including relief by way of mandatory or prohibitory injunctions, an accounting, and disgorgement of benefits

4. **Representations by MCA Corporation.**

(a) **Public Charity Status of MCA Corporation.**

MCA Corporation represents and warrants to Hillsdale College that its determination letter from the IRS that MCA Corporation is a tax-exempt entity which is not a private foundation is still valid and has not been revoked.

MCA Corporation represents and warrants to Hillsdale College that MCA Corporation agrees to use its best efforts to ensure that MCA Corporation's actions, and the actions of Charter School, do not cause Charter School to lose its charter. MCA Corporation acknowledges that Hillsdale College is not responsible for Charter School maintaining its charter. MCA Corporation further acknowledges that Hillsdale College is making no representation that Hillsdale College's assistance to Charter School will not cause Charter School to lose its charter.

(b) **Authority to Sign.**

MCA Corporation represents and warrants to Hillsdale College that MCA Corporation has the authority to sign this Agreement and the undersigned officer of MCA Corporation has the authority to sign on behalf of MCA Corporation and bind MCA Corporation to this Agreement.

(c) **Survival of Representations.**

MCA Corporation's representations and warranties shall survive the termination of this Agreement

5. **Consultations with Hillsdale College; Hillsdale College's Discretion.**

Except as provided in Section 3(e) 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 upon 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

6. **Limitation of Hillsdale College's Liability.**

Hillsdale College shall not be liable to MCA Corporation, Charter School, to any student at Charter School, to any applicant to Charter School, or to any other person for any claim with respect to *(a)* any Teacher Education Seminar for the faculty of Charter School provided by Hillsdale College; *(b)* the operation of Charter School; *(c)* Charter School's compliance with any requirements under federal, state, or local law; *(d)* MCA Corporation's compliance with any

requirements under federal, state, or local law (including law applicable to retaining its tax-exempt character and retaining its charter to run a charter school), *(e)* any damage or injury to any person or entity at Charter School; or *(f)* any other claim that is in any way related to Charter School or MCA Corporation. Hillsdale College shall not control the operations of Charter School, the governance of Charter School, or the adherence of Charter School to the Mission. Hillsdale College is not guaranteeing to any person the success of the operations of Charter School. MCA Corporation shall indemnify, and hold Hillsdale College harmless, from all loss or damage (including attorney's fees) due to any claim made against Hillsdale College with respect to the Charter School.

7. **Termination of this Agreement.**

(a) **Term of this Agreement.**

If not terminated earlier, this Agreement shall terminate on January 1, 2023.

(b) **Automatic Termination Prior to January 1, 2023.**

This Agreement shall automatically terminate upon any of the following events: *(i)* the conclusion of the relationship between Charter School and MCA Corporation, *(ii)* filing of a petition in bankruptcy by Charter School or its creditors or by MCA Corporation or its creditors; *(iii)* assignment for the benefit of creditors or distribution of all or substantially all the assets of Charter School or MCA Corporation, *(iv)* dissolution of Charter School or MCA Corporation; *(v)* cessation of operations of Charter School; *(vi)* use by MCA Corporation of this Agreement as collateral for a loan; *(vii)* the revocation or termination of MCA Corporation's charter, or *(viii)* MCA Corporation loses its status as a tax-exempt entity. MCA Corporation shall provide written notice to Hillsdale College of any event which causes termination of this Agreement pursuant to this Section 7(b) within ten (10) days after such event

(c) **Permissive Termination.**

Either party may terminate this Agreement at any time, upon sixty (60) days' written notice to the other for any reason, including, without limitation, that Charter School is no longer adhering to (as determined in the sole discretion of Hillsdale College) or no longer desires to adhere to (in the sole discretion of MCA Corporation), the key characteristics and components listed in Recital A.

(d) **After Termination.**

After the termination of this Agreement, neither MCA Corporation nor Charter School shall have any right to use any of the Marks and none of Hillsdale College, MCA Corporation, or Charter School shall have any rights or obligations under this Agreement.

8. **Notice and Communications.**

All notices, documents, or communications (oral or written) to or with a party to this Agreement which are required or permitted under this Agreement shall be delivered or given to the person designated below for such party at the address, facsimile number, electronic address, or phone number designated below for such person. All written notices, documents, or communications to or with a party to this Agreement which are required or permitted under this Agreement shall be deemed to have been adequately delivered if delivered personally; delivered

by courier, sent by first class mail; sent by certified mail; sent by private delivery service; or sent by properly directed and identified facsimile or other electronic transmission. A written notice shall be deemed to have been received by the recipient two days after being delivered pursuant to this Section 8. A party to this Agreement may change the person designated as such party's recipient of notices, documents, or communications (or the address, facsimile number, electronic address, or phone number for such person) by a written notice to the other party pursuant to this Section 8.

9. **Amendment.**

This Agreement shall not be altered, modified, suspended, or abrogated except by a writing signed on behalf of each of Hillsdale College and MCA Corporation.

10. **Assignment.**

Neither party to this Agreement can assign any of its rights under this Agreement. Hillsdale College may delegate any of its obligations under this Agreement to one or more agents as Hillsdale College determines in its discretion.

11. **Severability.**

If any term, section, or condition of this Agreement, to any extent, is deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.**

The failure of either party to insist in any instance upon the strict performance of any of the terms and conditions contained in this Agreement shall not be construed as a waiver of the breach of such term or condition or any other term or condition in this Agreement, and the same shall nevertheless continue in full force and effect.

13. **Entire Understanding.**

This Agreement contains the entire understanding of the parties and replaces any previous or contemporaneous written or oral communications, promises, or understandings.

14. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except that the operation of Charter School and the requirements for Charter School to be a charter school shall be governed by and construed in accordance with Florida law.

15. **Counterparts.**

This Agreement may be signed in duplicate counterparts, each of which shall constitute an original, and both of which shall comprise one and the same agreement.

16. **Approval.**

By signing this Agreement, all parties acknowledge their agreement to and their understanding and acceptance of the terms and conditions of this Agreement.

(Signature page follows.)

The parties have signed this Agreement as of the date written above

HILLSDALE COLLEGE,
a Michigan nonprofit corporation

By _____
Mr. Richard P. Powé Jr.
Chief Administrative Officer

Person to receive notices, documents, and communications on behalf of Hillsdale College.

Name	Phillip W. Kilgore Director of Barney Charter School Initiative
Address	Hillsdale College 33 E. College Street Hillsdale, Michigan 49242
Email	pkilgore@hillsdale.edu
Phone	517-607-2307
Fax:	517-607-2658

Mason Classical Academy Inc.,
a Florida nonprofit corporation

By: _____
Kelly Lichter, President

Person to receive notices, documents, and communications on behalf of Mason Classical Academy

Name:	Kelly Lichter
Address.	8369 Rimini Way Naples, FL 34114
Email:	klichter@masonclassicalacademy.org
Phone:	239-285-3599

HILLSDALE COLLEGE
PURSUE TRUTH · DEFEND LIBERTY SINCE 1844

June 6, 2019
Mason Classical Academy Board of Directors
3073 Horseshoe Drive S
Naples, FL 34104

Dear Board of Mason Classical Academy,

Hillsdale College recently received the Investigative Report of Mason Classical Academy (MCA) prepared by Jon Fishbane, the General Counsel of the Collier County School District in Florida. Given the seriousness of the issues raised and their potential negative effect upon the future viability of MCA, we advise the board of MCA to comply with the recommendations of the report no later than 30 June 2019.

Upon your compliance with the recommendations of the report, Hillsdale College and the staff of the Barney Charter School Initiative (BCSI) will assist in the recruitment of new board members and the identification of new leadership. Should the board of MCA reject the recommendations of the report, Hillsdale College will sever its association with MCA in accordance with the terms of the agreement between those two organizations dated 18 December 2017.

It is with regret that I bring this news, especially given the good work of the teachers and students at the school. We here at Hillsdale are committed to their efforts and look forward to assisting with them in the future.

Sincerely,

Dr. Christopher A. Van Orman
Provost, Hillsdale College

EXHIBIT
C

hillsdale.edu 33 East College Street, Hillsdale, MI 49242 (517) 437-7341 (517) 437-3923 fax

June 17, 2019

Dear Board of Mason Classical Academy:

This letter is in response to your June 11, 2019 correspondence.

As you know, Hillsdale College provides academic support and advice in governing practices to numerous charter schools through its Barney Charter School Initiative (BCSI). Mason Classical Academy (MCA) is one such school. Its notable academic successes are a tribute to the hard work of its students, families, faculty, and staff members. We also acknowledge the role of the school founders in these good things.

Despite the academic successes of MCA, its governing and leadership practices, especially as pertains to its Board, have generated our deepest concern. Without good governance, a school's success will be short-lived, and its independence imperiled.

As you know, BCSI staff members have observed these poor practices firsthand in their interactions with Board members and during their visits to the school. Hillsdale College provided the MCA President in December 2018 with written communications on the severity of the issues and recommendations for changes to bring about good governance measures. These recommendations included expanding the size of the Board, creating procedures to prevent conflicts of interest, approving a comprehensive social media policy, adopting a Code of Conduct to ensure professional, courteous communications at all times, and other measures. Unfortunately, however, the College heard little in reply and has no indication that any of its recommendations were taken up.

These issues are serious concerns to others as well. Jon Fishbane, General Counsel to the Collier County School District, has issued an extensive Investigative Report, and it is exact, detailed, and factual. It makes recommendations concerning governance reforms, and, not surprisingly, these align very closely with those already provided to the MCA Board from Hillsdale College.

Without confidence in a school's governance, the College cannot sustain a fruitful partnership. In the June 6, 2019 letter to the MCA Board, the College again made this point and advised the Board to act on the Investigative Report's recommendations by June 30, 2019. The resignation of Mr. Hull is an important first step in this process, and we remain hopeful that the rest of the recommendations will be followed. Failing that, the Board has effectively severed its relationship with Hillsdale College and BCSI.

We are in mutual understanding with regard to the 60 days' notice required to terminate the relationship between Hillsdale College and MCA, and will uphold this agreement. For the purposes of our contractual obligations, the MCA board should regard the June 6, 2019 correspondence from Hillsdale College as sufficient notice to begin the 60-day termination period. If the MCA board does

EXHIBIT
tabbies
D

not make the appropriate changes by June 30, 2019, then our relationship will formally terminate on August 5, 2019.

In many of its essential aspects—students, teachers, staff members, and families—we believe that MCA is a good school. We firmly believe that the identification of a new principal and an entirely new set of board members is the best path forward for MCA. Hillsdale College hopes to have the opportunity to assist MCA in the recruitment of new leadership and to continue in support of the good work of its teachers and students.

Sincerely,

Dr. Christopher A. Van Orman
Provost Hillsdale College

CAV/cfb
cc: Jon Fishbane, fishbj@collierschools.com
Adam Miller, Adam.Miller@fldoe.org
encl: June 11, 2019 correspondence from Mason Classical Academy Board

HILLSDALE COLLEGE

June 30, 2019

Dear Board of Mason Classical Academy:

This letter is to inform you that Hillsdale College will proceed to terminate its affiliation with Mason Classical Academy (MCA) on August 5, 2019 because the Board has not made the appropriate changes by June 30 as outlined in our previous communication (June 6).

The decision to terminate our relationship did not come easily and is based on the severity of the problems at hand and your failure to comply with either the recommendations provided by the College or the Investigative Report prepared by Jon Fishbane, General Counsel to the Collier County School District.

Hillsdale College remains committed to the students, teachers, staff members, and families at MCA. Thus, should the current leadership at MCA demonstrate compliance with the aforementioned recommendations before August 5, we would explore reconsidering our decision. While we have serious concerns about the current leadership of MCA, we have seen the outstanding work and dedication of the school's teachers and staff members. We are heartened by the positive impact their good work has had on the students.

In closing, our hope is that you will reconsider your decision and make the necessary changes for the good of the school and community.

Sincerely,

Dr. Christopher A. VanOrman
Provost, Hillsdale College

CAV/cfb
cc: Jon Fishbane
Adam Miller

EXHIBIT
E

hillsdale.edu 33 E. College St., Hillsdale, MI 49242 (517) 437-7341 (517) 437-3923 fax

MEDIATION SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into on this 1st day of August, 2019, by and between Collier County Public Schools ("the District") and Mason Classical Academy, Inc. ("Mason").

WHEREAS, the District and Mason are involved in a dispute regarding an Investigative Report submitted to the School Board for the District and prepared by District General Counsel, Jon Fishbane; and,

WHEREAS, the Florida Department of Education ("DOE"), the District and Mason scheduled a mediation in an effort to fully resolve their dispute; and

WHEREAS, on June 6, 2019, Hillside College sent a letter to Mason to indicate an intent to terminate their relationship with Mason unless certain actions were taken; and,

WHEREAS, a mediation has been conducted in this dispute on August 1, 2019; and

WHEREAS, the District and Mason now desire to fully settle the issues that are the subject to the above-referenced dispute; and,

NOW THEREFORE, for good and valuable consideration set forth below, the Parties hereto agree as follows:

1. Mason will have the following committees:
   a. School Advisory Council
   b. Grievance Committee
   c. Finance Committee
   d. Audit Committee

2. Mason will attach documents in advance to be published along with agendas discussed or reviewed by the Governing Board in order for the public to access those documents in advance of the meeting.

3. Counsel for Mason will provide training for all staff on August 6, 2019 and provide training or arrange training to key administration and governing board members in the future. Topics will include Sunshine Law training, public records laws, ethics, FERPA, ESE and Chapter 39 training.

4. Through resolution, existing board members and any new Governing Board members will affirm that they will adhere to Mason's Charter and policies.

5. Communications from the Governing Board to the parent community will be clarified as to whether it is from the Governing Board or from individual board members.

6. The committees shall be fully constituted and functioning by October 15, 2019.

7. 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.

8. Mason will work expeditiously to hire a new principal.

EXHIBIT
tabbies
F

9. The foregoing items are hereby designated as a Corrective Action Plan. Mason's independent auditor shall conduct an audit of compliance with the Corrective Action Plan within a reasonable time after October 15, 2019. Mason shall also conduct its own assessment of its compliance with the Corrective Action Plan and shall furnish the same to the District by November 1, 2019.

10. The District agrees that all complaints by members of the school community shall be redirected to the Mason's Grievance Committee and that the District will not consider complaints from the school community until the complainant's have exhausted their administrative remedies at Mason. The parental liaison may be seated as an ex officio member of the Grievance Committee.

11. Mason will place this Mediation Settlement Agreement on the agenda for a board meeting to be held on the morning of August 6, 2019 for approval. The District will schedule its approval at its board meeting during the evening of August 6, 2019.

12. The District understands and acknowledges that it is no longer pursuing termination of the Charter for Mason. Both parties will work in concert for a smooth opening of the school on August 13, 2019.

13. Each party shall bear their own attorneys' fees and costs.

14. If there is litigation later to enforce this Agreement, the prevailing party shall be entitled to a recovery of their attorneys' fees.

15. This constitutes the entire agreement between the Parties.

16. This Agreement will not be binding on the parties until voted upon at a duly noticed public meeting.

17. The representatives of the Parties signing this Agreement do so with full authority to recommend this Agreement to their respective boards and by signing agree to make that recommendation.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Collier County Public Schools

By: Kamela Patton

Its: Superintendent

Mason Classical Academy, Inc.

By: Kelly

Its: Board Chair

Approved by their counsel:

James D.

Jon Fishbein