

**From:** Douglas Lewis <[tllfirm@icloud.com](mailto:tllfirm@icloud.com)>

**Sent:** Wednesday, May 10, 2017 10:31 AM

**To:** Fishbane, Jon (Jonathan); Lichter, Kelly; Donalds, Erika; Terry, Roy; Lucarelli, Stephanie; Patton, Kamela; Carter, Erick

**Subject:** RE: MCA Renewal Contract

Mr. Fishbane,

Thank you for your reply. I specifically and expressly referenced your only April 30<sup>th</sup> email below, and I have bolded, underlined and italicized the relevant paragraph below. As such, I respectfully request your apology.

The following is the list of emails that I received from MCA in response to the above records request, and MCA confirmed to me that they have no other emails responsive to the above request (Note: all of the following e-mails have been turned over to the Board):

1. Email from Mr. Arnold to Mr. Fishbane dated April 30, 2017 at 10:12 AM;
2. Response email from Mr. Fishbane to Mr. Arnold dated April 30, 2017 at 11:44 AM;
3. Reply email from Mr. Arnold to Mr. Fishbane dated April 30, 2017 at 1:24PM;
4. Email from Mr. Arnold to Mr. Fishbane dated May 1, 2017 at 2:29 PM;
5. Email from Mr. Fishbane to Mr. Arnold dated May 3, 2017 at 3:37PM; and
6. Reply email from Mr. Arnold to Mr. Fishbane dated May 4, 2017 at 9:54AM. (Items 1 through 6 above are collectively referred to as the "Record")

I have not received and I am not aware of any other records based on the Record.

Mr. Fishbane, are there any additional, responsive records beyond the Record? If so, kindly provide in compliance with my May 2nd records request.

I have fairly and accurately noted and addressed your April 30, 2017 email at 11:44 AM, the *subsequent* reply email from Mr. Arnold to you dated April 30, 2017 at 1:24PM and also the *subsequent* email from Mr. Arnold to you on May 1, 2017 at 2:29 PM.

Based on the Record, I see no email response from you on these two reply emails from Mr. Arnold until May 3<sup>rd</sup> and well after the cut-off date for the May agenda. Perhaps, additional records, responsive to the above request, exist and might shed some more light on this in support of your representations/statements to the Board last night and in your email today. If my records request had been processed prior to last night, we could have determined whether or not additional records exist. However, at this point all that I have to work off is the Record. Agreed?

As you know, my comments and statements below are based squarely on the Record. As such and again, I respectfully request again that you publicly acknowledge the same and apologize for any attribution to me of statements made by Mr. Arnold as per the Record.

By way of a separate e-mail and as a matter for Board consideration, I have raised some serious questions that are based squarely on the Record, and in view of the potential implications, have respectfully requested that the Board independently look into these questions. I am cutting the

relevant portions of that email here as it (among other things) responds to the assertions that you make in your email below...

“Based on the Record, I see no basis whatsoever for Mr. Fishbane to follow-up with Mr. Arnold on (and to ask MCA to reconsider) the AdvancED issue on the basis that staff looked into the MCA concern “that AdvancED would not be familiar with a classical model such as MCA’s and thus not be in a position to be able to objectively conduct a proper accreditation.” Perhaps, at some point in the negotiation process with Mr. Arnold, this concern was raised by Mr. Arnold and discussed by the parties. However, as of the April 30, 2017 email at 1:24PM from Mr. Arnold, it is beyond dispute (or any possible misunderstanding) that MCA clearly documented objections to AdvancED that go well beyond the inability of AdvancED to accredit charter schools.

Specifically, Mr. Arnold confirmed with Mr. Fishbane on April 30th as follows: , “We politely twice declined the invitation for the AdvancED accreditation, even at the District’s expense. We do not agree to have this non-model contract added. Moreover, I know of no district that sponsors any of our more than 100 schools that requires an accreditation. Further, we have concerns about possible relationship between a board member and this organization. Finally, Mason is unique in the fact that it already gets evaluated by an outside organization and is a wonderfully performing school that will likely become high performing next year. ... Mason has been very flexible in accepting changes, but this would constitute curriculum overreach, runs afoul several sections of the charter statute on the ability of charters to set its own program and curriculum, and the rules committee rejected the idea that charters need to be accredited. For all those reasons, this is not a reason to hold up the matter for another month.”

Frankly and in addition to the overreach issue raised by Mr. Arnold, the fact that MCA is already evaluated by Hillsdale makes it unreasonable (if not impossible) for MCA to also be evaluated by AdvancEd given the probability/risk of: (i) conflicting direction/evaluations between Hillsdale and AdvancEd, (ii) loss of AdvancEd accreditation arising from such conflict with Hillsdale or otherwise, and (ii) charter agreement termination based on the same.

In view of the clear Record, why Mr. Fishbane did you choose to make the statements that you did in your May 3rd e-mail? This is a fair and reasonable question based on Record, and the community has a right to hear from you on this.

Regarding Mr. Fishbane’s attempt on May 3rd to raise again the issue pertaining to the number of board members, Mr. Arnold clearly said in his April 30, 2017 reply, “As you and I know, the other areas of concern we agreed that the number of board members and the idea that they have to be located in the county were not requests that could be dictated to the School over their objections. In view of this agreement as asserted by Mr. Arnold, why is Mr. Fishbane raising this again on May 3rd after failing or refusing to put this item on the May agenda for Board consideration?

Regarding Mr. Fishbane’s attempt on May 3rd to raise objections to the Paragraph 6(b) language and other items on the original MCA list of 5 request that were dropped, why didn’t Mr. Fishbane address this with Mr. Arnold earlier? Why didn’t Mr. Fishbane merely propose language on April 30th or May 1 or sooner? This was an easy fix, and the May 4th email confirms that MCA would have withdrawn provisions in Par. 6 (b) or otherwise that go beyond the Model Contract. It is beyond dispute that Mr. Arnold was working hard to get this item on the May agenda and any language objection made by Mr. Fishbane on May 3rd could have been raised and resolved on April 30th or sooner and before the cutoff for the May agenda. All of this is, however, is now further clouded by the allegations made at the end of

the meeting last night. I was very concerned to hear the allegations that someone on the District side on the negotiation told Annika that the MCA charter renewal was off the May meeting agenda prior to the District informing or discussing this decision with the actual stakeholder/contract party. Additionally, this is concerning given the statements made by Annika about MCA in her emails and her records request in furtherance of her statements. It was not clear to me, but it seemed like it was being alleged that this leak might have occurred before the April 30th emails noted above.

In regard to this allegation,

1. Please confirm whether or not Annika was told by anyone from the District prior to April 30th that the MCA item was being moved to June,
2. If the allegation in #1 above is true, please identify who told this to Annika and why,
3. If true, please confirm whether or not Mr. Fishbane was informed of this decision and when (Also, whether or not Mr. Fishbane was aware of the leak to Annika and if so , when?),
4. Please confirm whether or not Dr. Rogers spoke to Mr. Hull on May 1 and told him (for the first time) that this item was not on the May agenda and "that the reason the contract wasn't on the agenda was because I (meaning Mr. Arnold) consented to it being placed on the June agenda.",
5. If #4 above is true as alleged by Mr. Arnold, then please identify who told this to Dr. Rogers and when, and
6. Who made the decision to not place this item on the May agenda and when?"

As a MCA parent, I find this to be very concerning and respectfully request that the Board independently verify and investigate the facts surrounding this charter renewal contract. Additionally, given the serious nature of the allegations, I respectfully ask that the Board independently investigate the issues that exist in view of the Record.

I look forward to your findings. Best,

Doug Lewis, Parent

**From:** Fishbane, Jon (Jonathan) [<mailto:fishbj@collierschools.com>]

**Sent:** May 10, 2017 8:32 AM

**To:** 'Douglas Lewis' <[tllfirm@icloud.com](mailto:tllfirm@icloud.com)>; Lichter, Kelly <[lichteke@collierschools.com](mailto:lichteke@collierschools.com)>; Donalds, Erika <[donale@collierschools.com](mailto:donale@collierschools.com)>; Terry, Roy <[TerryRo@collierschools.com](mailto:TerryRo@collierschools.com)>; Lucarelli, Stephanie <[lucars@collierschools.com](mailto:lucars@collierschools.com)>; Patton, Kamela <[patton@collierschools.com](mailto:patton@collierschools.com)>; Carter, Erick <[cartee1@collierschools.com](mailto:cartee1@collierschools.com)>

**Subject:** RE: MCA Renewal Contract

Mr. Lewis:

Your need to defend yourself at great length when your attacks are responded to doesn't surprise me. That is your pattern. It does not surprise me either that you chose to leave out my email of Sunday April 30 to Mr. Arnold in response to his email of that date which would have been part of the email chain. It further doesn't surprise me that you also chose to leave out the five areas we were asked to consider for inclusion in the contract, which would have been in the emails you reviewed, including proposed additional language presented by Mr. Arnold in the contract he sent to me for review on April 30 that I noted last evening. I guess all that did not fit into your negative narrative. I will respond no further to you.

Sincerely,

Jon Fishbane



**Jon Fishbane**

**District General Counsel**

Collier County Public Schools

5775 Osceola Trail | Naples, FL 34109

p: 239.377.0498 | email: [fishbj@collierschools.com](mailto:fishbj@collierschools.com)

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The District School Board of Collier County, Florida intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Jon Fishbane immediately at the phone number listed above. Thank you.

**From:** Douglas Lewis [<mailto:tlfirm@icloud.com>]

**Sent:** Tuesday, May 09, 2017 10:07 PM

**To:** Lichter, Kelly; Donalds, Erika; Terry, Roy; [cartere@collierschools.com](mailto:cartere@collierschools.com); Lucarelli, Stephanie

**Cc:** Fishbane, Jon (Jonathan); 'Steve Bracci'

**Subject:** RE: MCA Renewal Contract

Jon,

As you know, my comments and statements below are based squarely on the email record by Mr. Shawn Arnold.

As such, I respectfully request that you publicly acknowledge the same and apologize for any attribution to me of statements made by Mr. Arnold.

I also note that you failed to address the reasons for the failure or refusal (to date) to comply with my records request.

Per the emails that I attached based on the provided records, why did Mr. Arnold say on 4/30 that "I believe the attached should be an agreement of the points we have discussed. In short: 1. The District withdraws its request for a modification to the Standard Charter Contract for the School to be required to have a minimum of 5 board members who live in Collier County and meet monthly." And "**I believe this matter is ripe for settlement and placement on the May calendar so this can give (get) off everyone's desk.**"

**Per the provided record, you then on April 30 at 11:44 AM disagreed and said "with all due respect, we both recognized there were several areas we would have to work through." You cited as examples, #1the AdvancED accreditation issue, #2 open issues pertaining to items 1&4 on the list of 5 MCA request items, #3 the 5 board member issue, and #4 Florida law related updates.**

However, on April 30, 2017 at 1:24PM, the record confirms the Mr. Arnold, said, "With all due respect we do not both recognize there are still outstanding points."

- Addressing AdvancED (issue #1), Mr. Arnold said in his April 30, 2017 reply that you failed to mention tonight, "We politely twice declined the invitation for the AdvancED accreditation, even at the District's expense. We do not agree to have this non-model contract added. Moreover, I know of no district that sponsors any of our more than 100 schools that requires an accreditation. Further, we have concerns about possible relationship between a board member and this organization. Finally, Mason is unique in the fact that it already gets evaluated by an outside organization and is a wonderfully performing school that will likely become high performing next year. ... Mason has been very flexible in accepting changes, but this would constitute curriculum overreach, runs afoul several sections of the charter statute on the ability of charters to set its own program and curriculum, and the rules committee rejected the idea that charters need to be accredited. For all those reasons, this is not a reason to hold up the matter for another month."
- Addressing the 5 MCA request items (issue #2), Mr. Arnold said in his April 30, 2017 reply that you failed to mention tonight, "as I explained in the last email and is shown in the contract I sent you, the only provision we have asked for is that which you agreed was very reasonable was a reciprocal three visits, with proper notice at mutually agree upon time, for the School to conduct up to three visits year to study best practices at District schools. We have retracted the

other requests from the contract as they can be achieved by discussions outside the contract. Therefore, this is not a reason to move forward.

- Addressing MCA Board members (issue #3), Mr. Arnold said in his April 30, 2017 reply that you failed to mention tonight, "As you and I know, the other areas of concern we agreed that the number of board members and the idea that they have to be located in the county were not requests that could be dictated to the School over their objections. Similar provisions were rejected by the Legislature and the model charter rule committee. All one needs to look at is the Charter Schools USA or Academica which has one board that runs charters all over the State. In fact, usually no member of these boards actually lives in any county at any of the time during the board meeting occurs. The compromise by the Legislature was a board had to meet twice each year in the county where the school resides. In this instance, the School always meets in Collier, ... "
- Addressing issue #4, Mr. Arnold then goes on to confirm compliance with the statute and clarification that MCA is not going to be a FRS school.

Mr. Arnold concludes by confirming "Therefore, I am again requesting that we both conclude that which is clear that we have an agreement which is represented in the attached because I don't see any points that we have disagreed on."

I see no response email from you on April 30. The next email that I see is an e-mail from Monday, May 1 at 2:49PM stating that Mr. Hull learned that the contract was being placed on the June agenda. Per the email, Dr. Rogers told Mr. Hull that it was not on the May agenda because you said the Mr. Arnold consented to it going on the June agenda. Mr. Arnold in his email denied this and asked for the item to go on the May agenda.

The public has every right to be very concerned. I look forward to the Board's action on the emails. Best,

Doug Lewis, Parent

**From:** Douglas Lewis [<mailto:tlfirm@icloud.com>]

**Sent:** May 9, 2017 7:59 PM

**To:** [lichteke@collierschools.com](mailto:lichteke@collierschools.com); [donale@collierschools.com](mailto:donale@collierschools.com); [TerryRo@collierschools.com](mailto:TerryRo@collierschools.com); [cartere@collierschools.com](mailto:cartere@collierschools.com); [lucars@collierschools.com](mailto:lucars@collierschools.com)

**Cc:** [fishbj@collierschools.com](mailto:fishbj@collierschools.com); Steve Bracci <[Steve@braccilaw.com](mailto:Steve@braccilaw.com)>

**Subject:** FW: MCA Renewal Contract

Dear Board,

This is the email that I referenced tonight in my general public comments. I have cleaned up a few typos and am copying Jon on this as I was moving quickly to get this out.

Also, I am copying Mr. Bracci based on his request for a copy of this public record email.

Thank you in advance for your efforts to ensure that MCA is treated fairly (and not differently than all other public charters in Collier).

Best,

Doug Lewis, Parent

**From:** Douglas Lewis [<mailto:tlfirm@icloud.com>]

**Sent:** May 9, 2017 5:45 PM

**To:** 'lichteke@collierschools.com' <[lichteke@collierschools.com](mailto:lichteke@collierschools.com)>; 'donale@collierschools.com' <[donale@collierschools.com](mailto:donale@collierschools.com)>; 'TerryRo@collierschools.com' <[TerryRo@collierschools.com](mailto:TerryRo@collierschools.com)>; 'cartere@collierschools.com' <[cartere@collierschools.com](mailto:cartere@collierschools.com)>; 'lucars@collierschools.com' <[lucars@collierschools.com](mailto:lucars@collierschools.com)>

**Subject:** MCA Renewal Contract

Dear Board Members,

I am a parent of students attending MCA and have a significant interest in the MCA charter renewal.

It is my understanding that the MCA charter application renewal was unanimously approved by the School Board back on March 21, 2017.

In view of the charter renewal approval and consistent with practice, the model charter school form contract was to be promptly finalized and brought back for Board signature. This is a routine matter, and the model form contract should have been completed and back on the April or May agenda. An expedited charter renewal is vitally important to the MCA community. However, I did not see the charter contract come back in April, and it was not on the noticed agenda for today's meeting.

As such, I made records requests to both MCA and the District for records pertaining to the MCA Charter renewal contract.

Notwithstanding my simple and limited May 3<sup>rd</sup> records request (see the attached request), the District has failed or refused to satisfy my records request (in what I can only reasonably assume was an attempt to prevent me from obtaining the requested information prior to the meeting today). It is my understanding that Jon works directly with Ms. Zinser on records requests and the failure to provide the requested records is concerning as the discovered e-mails center on Jon's conduct in relation to the MCA Charter renewal contract.

Fortunately, I was able to obtain the requested records from MCA. I can now see a reason that needs to be investigated as to why these records were being delayed. The attached records are very concerning.

Based on the attached, it is clear that:

1. On 4/12/17 Annika Hammerschlag, with the NDN, asked CCPS Communications Department "I have a few questions about the Mason charter renewal vote (when will it take place, does the school board have the power to revoke a charter at any time, does the school board have that power at all, etc.) QUESTION: Why is the Naples Daily News, through its reporter Annika, asking about the Board's power to revoke MCA's charter, just a few weeks after the Board unanimously approved the charter renewal?"
2. On April 13, 2017, Jennifer Kupiec with the District's Communications & Community Engagement Office, provided Annika with the causes for nonrenewal or termination of a charter.
3. Additionally, the Naples Daily News, through its reporter Annika, did an exhaustive records request centered on Mason, David Hull, Joe Whitehead, Kelly Lichter including requests for parent teacher surveys, all grievances ever filed, FSA scores, teacher contracts, personnel files of teachers and administrators.



4. This is in addition to the 8+/- other records requests by the Naples Daily News targeting Mason, its staff and/or administrators and charter schools. Coverage of Mason in the Naples Daily News has been negative. At your direction, I can forward to you copies of all of the unfair and bad press aimed at MCA.
5. MCA repeatedly requested and insisted that the charter renewal contract be placed on the May agenda for Board approval.
6. MCA repeatedly rejected attempts by Jon Fishbane to improperly add provisions: (i) not found in the model charter agreement and specifically rejected by the legislature and model rules committee; (ii) that were not mandated by the Board in unanimously approving the renewal; and (iii) that are not in the state's model charter contract and not in any of the existing Collier County charter contracts.

Based on the attached, it is clear to me that Jon (perhaps acting on the direction of his District client) intentionally derailed getting the MCA Charter agreement on the May agenda (especially when, on April 30, 2017 at 10:12AM, Shawn Arnold confirmed that his understanding in speaking with Jon was that the "District withdraws its request for a modification of the Standard Charter Contract"). Was Jon acting at the Board's direction in doing so (I can find nothing in the March or other meetings on this)? If not, what action are you going to take as a Board to remedy the problem created by your attorney?

Respectfully, MCA parents and Collier residents deserve an investigation of and answers to the following additional questions:

- Why delay MCA's contract? What was the purpose and who does this benefit?
- Why is MCA being treated differently with the addition of provisions not found in other existing charter contracts and not found in the state's model contract?
- What kind of reporting are we going to see from the Naples Daily News (or other media outlets) between now and June, when the charter contract is brought to the Board for approval?
- Also, does Jon's effort to improperly add provisions like giving AdvancEd accreditation (recall that Dr. Patton is or was a Florida Council Member for AdvacnEd) have anything to do with a current or future effort to revoke MCA's charter in conflict with the March direction from his Board client?
- Does Jon's effort to improperly (in violation of MCA's Bylaws that were approved by the Board) require 5 Board members who live in Collier County and meet monthly have anything to do with a current or future effort to revoke MCA's charter in conflict with the March direction from his Board client?

In view of the above, I respectfully request that the Board hire its own and independent attorney to conduct an independent investigation of the facts (and whether or not any improper relationship with the Naples Daily News exists as it relates to the MCA charter contract) to ensure that MCA is treated fairly (and not differently than all other charters in Collier).

Thank you

Doug Lewis, Parent