

Zinser, Leanne

From: Fishbane, Jon (Jonathan) <fishbj@collierschools.com>
Sent: Thursday, October 17, 2019 7:55 PM
To: Fox, Jim <JFox@ralaw.com>
Subject: Re: External -FW: Mason Classical Academy, Inc. v General***Fox.Ltr03

EXT:

Hi Jim:

The proposed letter is really quite good! At the very end, I would suggest adding the following if you agree: "Indeed, MCA has violated and disregarded the terms of the Mediation Agreement and it's own cure document and continues to do so. This office intends to send you a follow up communication in connection therewith."

Regards,
Jon

Sent from my iPhone

On Oct 16, 2019, at 5:03 PM, Fox, Jim <JFox@ralaw.com> wrote:

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Jon, How about this?

Michael,

We have reviewed you letter of October 10, 2019. In that letter you say "It is Mason Classical Academy's position that it has fully complied with its obligations under the Mediation Settlement Agreement." Will you kindly provide the meeting at which the Board of MCA took that position? School boards act only as a body and "the law does not take cognizance of individual expressions of a single member thereof." *Penn v. Pensacola-Escambia Governmental Ctr. Auth.*, 311 So. 2d 97, 101 (Fla. 1975) citing *Beck v. Littlefield*, 68 So.2d 889 (Fla. 1953).

The Collier County School Board has not had occasion to fully review the record and will not be taking a position until after the required audit has been completed. As the audit is part of the agreement, we have difficulty understanding how MCA can take the position that it has fully complied. Further, we expect that the auditor's would seek facts and information relative to that determination from both parties to the agreement and outside sources, and intend to let the auditors know that we have facts and information relative to their inquiry. We trust MCA will have no objection to the auditor reviewing all the of the facts that may be available, including those from sources other than just MCA, before reaching their conclusions.

In the interim, please be advised that our office, try as it might is not currently of the opinion that MCA has fulfilled its settlement obligations.

James D. Fox

From: Tina M. Day <TDay@chtlegal.com>
Sent: Thursday, October 10, 2019 2:41 PM
To: Fox, Jim <JFox@ralaw.com>; Ortega, Melanie <MO Ortega@ralaw.com>
Cc: Michael Coleman <Michael@chtlegal.com>
Subject: Mason Classical Academy, Inc. v General***Fox.Ltr03

EXT:

Attached please find correspondence from Michael Coleman, Esq. with regard to our client Mason Classical Academy, Inc.

<image001.jpg>

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<Fox.Ltr03_10.10.19.pdf>