

AGREEMENT

This is an Agreement (the "Agreement") dated as of December 17, 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.

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 not for profit 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