

A. Former Faculty Member Issue

The preparers argue that the communications in which Mr. Hull attacked the Greinkes long after they left MCA because (a) they gave his son some books before they left (since they considered him to be a talented and bright young man whom they liked); and (b) the limited communication that occurred thereafter were really personal in nature and thus “not an MCA issue.” Therefore, “the Firm does not recommend any course of correction regarding this incident.” (CR, at 47). The preparers contend that during Mr. Hull’s interview with them, he asserted that one of the books the Greinkes provided was allegedly a book entitled “the Virtue of Selfishness”, which was “the exact opposite of the classical education” and the religions beliefs of the Hulls.” (Id.). In essence, Mr. Hull accused the Greinkes of turning his son away from the family’s religious beliefs because of the book and he was never the same again.

The preparers ignore once again the core issues involved, the facts, and the destructive nature of Mr. Hull’s communications. Mr. Hull’s abusiveness and verbal bullying of former MCA staff members, who gave a great deal to the school, is indeed an MCA issue. Let’s look more deeply into this matter.

The Greinkes were highly regarded at MCA. Mr. Hull deeply appreciated their work. In fact, on June 28, 2017, after they had departed from MCA, Mr. Hull wrote and sent Mr. Greinke the following email:

Hey Mr. Greinke:
I wanted to reach out and thank you for coming through on that U.S. History test (among other things). You and your wife were a blessing to the school, and I wish you both the best going forward. If there is ever anything I can do for either or you, just holler.

(June 28, 2017, email communication from D. Hull to C. Greinke, sent at 11:10 a.m.). A review of the communication further shows that Mr. Hull’s son, under Mr. Greinke’s tutelage, fared very well.

As noted in the GC’s Report, before the Greinkes left, they gave Mr. Hull’s son several books to read including works by classical writers such Lucretius and Marcus Aurelius, novels by Ayn Rand, such as Atlas Shrugged, and so on. It is unclear whether they gave him the Virtue of Selfishness which was also written by Ayn Rand. But, Mr. Hull was certainly aware that there were other MCA students who were reading Rand’s novels Atlas Shrugged and the Fountainhead and discussing them with one another.

In this context, the question arises, why did Mr. Hull wait seven months to contact the Greinkes and then do so with an abusive phone call to Mrs. Greinke followed by his perseverating and hostile communications in July 2018 (over a year after the Greinkes departed from MCA)?

Mr. Hull’s vindictive actions were designed to emotionally undermine and destabilize the Greinkes because (a) his son read books that he did not like; and (b) he did not want his son

having contact with the Greinkes (people he now decided he didn't like); which included a normal request from a student to a teacher for assistance with recommendation for a college scholarship. His arbitrary and capricious behaviors should be an MCA matter of concern. Mr. Hull had a penchant for confusing the boundaries between principal and parent, between professionalism and a deep need to put his personal interests first while professing otherwise. We saw that with the Zuluagas and we saw that with the Donalds when he lectured them on their parenting; as well as the student he elicited Dr. Rogers' help to get some dirt on the parent for him from a District school. The preparers ignored the MCA policy violation implications set forth on page 49 of the GC's Report as follows:

In item 7 of Board Duties and Responsibilities, it states "Board Members must take particular care to separate the interests of the school from those of their own children." (Both Policy Vols., at p.5). This would certainly apply to a Principal and his/her own children.

And this is separate and apart from his violations of MCA's civility policy SE 48.0.

But, in dismissing the matter, the preparers overlooked an important question in light of Mr. Hull's representations set forth in the CR. The question is if Mr. Hull's son's values and virtues were so compromised by the Greinkes and the books the Greinkes had given him, how could Mr. Hull then claim that his son deserved to win the Student of Virtue award?

Mr. Hull's representations were thus deceptive and suspect. His erratic behaviors can be seen by the fact that in February 2018, he attacked the Greinkes for harming his son's values and virtues. He then attacked his own faculty members for not naming his son that year's Student of Virtue. The preparers' conclusions are as wrong as they are misguided. The Greinkes did not harm Mr. Hull's son. Mr. Hull's accusations represented the manufacturing of a false image that he could attribute to the Greinkes in order to deflect attention away from the conflict he was having with his son, which would have, in turn, disclosed the hollow nature of his lectures on other people's parenting.

B. CCMG – The Issue of Potential Conflict of Interest

(1) Transparency and the Failure to Disclose Potential Conflicting Interests Involving MCA's Board Chair and MCA Administrative Employees

In the CR, the preparers ignore the substantive potential conflict of interest issues set forth in the GC's Report.

According to the CR, Ms. Lichter "believed that there would not be a conflict of interest so long as CCMG did not enter into a contract with MCA". (CR, at 48). The next line of defense was that according to the preparers' interviews with Ms. Lichter and Ms. Smith, the company did not make any money. In addition, Ms. Lichter alleged that she "elected to leave the company after Mr. Baird made allegations in the Complaint regarding her participation." And Ms. Smith informed them that "she only does work for this company at home otherwise not working for MCA"; except, as noted in the GC's Report (at 54), she went out of town to give presentations

with Mr. Hull to four school districts as representatives of the consulting firm during times they should have been at MCA working.

With this in mind, the preparers again ignored the key issues. While Ms. Lichter was Board Chair, she was also the CEO of CCMG and her partners were Mr. Hull and Ms. Smith. While wearing both hats, she voted, at the May 18, 2018, MCA Board Meeting to approve the bonus and evaluation of Mr. Hull, her business partner in the venture. And as CEO and Board Chair she had the responsibility of overseeing Mr. Hull's, and ultimately Ms. Smith's, work for both entities. At the May 29, 2018, Board Meeting, Ms. Lichter could have disclosed the relationships and recused herself from the vote as a potential conflict of interest or advising that she did not want to create the appearance of impropriety. But she decided not to disclose it to the Board, the same way she did not disclose her communication with Mr. Baird at the October 4, 2016, Board Meeting or disclose to the Board and the public that she had entered in a long term Agreement with Hillsdale College on her own.

Further, Ms. Lichter claimed she elected to leave the company after Mr. Baird's Complaint allegations. His Complaint and follow up information to the FDOE's Office of the Inspector General were filed on June 2018. But the records show that Mr. Lichter replaced her (husband replacing wife; as if there would be no benefit to her when the contract had an 8.5% per year management fee!)¹¹ in October which was around the time the Naples Daily News article addressing the Baird Complaint appeared. Three questions emerge: (a) why did it take so long? (b) if she believed there was no conflict of interest, why would Mr. Baird's allegations be a problem? and (c) if she concluded there might be a conflict of interest, why didn't she immediately disclose her connection at the Board Meeting? All of these issues were swept aside and remained unaddressed in the CR.

(2) Hillsdale College

In the CCMG section of their report, the preparers do not mention Hillsdale College ("Hillsdale") which was also not mentioned in the CCMG Consultation Agreement, which adds an important layer to the conflict of interest issue involving the company and its officers. Part of the problem is that the CCMG pretended Hillsdale did not exist in its representations to American Classical Charter Academy ("ACCA"). While CCMG represented that it would help several ACCA charter schools in Osceola, Lake, Polk, and Hillsborough Counties replicate the MCA model, it did not disclose that the MCA model was based upon the general curriculum model provided by Hillsdale. The curriculum model, materials, resources, and so on, provided by Hillsdale, are acknowledged in MCA Policy 2.0. The importance of Hillsdale for MCA is also set forth in the Application where it is acknowledged as MCA's institutional partner and its work and importance is a contractual part of the Charter Contract with the District.

Moreover, the proprietary nature of Hillsdale's materials and its support and training are part of the Contract Ms. Lichter signed on her own (so she knew of its value to MCA). In this context, the Consultation Agreement provided that CCMG, through Ms. Lichter, Mr. Hull, and

¹¹See paragraph 16, Consultation Fee, in the Consultation Agreement, for example, with the American Classical Charter Academy.

Ms. Smith will provide professional development in implementing the given school's curriculum and so on. Such expertise would be derivative of what they learned and gained from and through Hillsdale. Mr. Hull noted to the undersigned in the April 29, 2019, interview that Ms. Smith, for example, received her phonics training directly from Hillsdale. Ms. Lichter received Hillsdale training from Dr. Carpenter in June 2016. And MCA was part of the Barney Charter School Initiative Schools. This strongly suggests that CCMG had an implied contract with MCA despite Ms. Lichter's beliefs to the contrary. All of this was ignored by the preparers of the CR to reach the outcome they wanted.

After the issuance of the GC's Report and the letters from Hillsdale in June 2019, it became part of MCA's narrative that MCA had really not been receiving help, support, or guidance from Hillsdale for almost two years from that point and that MCA should part company with the college. One sees this, for example, in Mr. Bolduc's hostile and unfocused commentaries after June 3, 2019. But as will be shown, this narrative is a false one.

As a threshold matter, two years or even a year and a half from June 3, 2019, would put one prior to, or just after Ms. Lichter took it upon herself to sign the Agreement on behalf of the school. If services and support weren't being provided, then why would she do that? And if so, it was all the more reason to air the matter publicly. And if Hillsdale was not helping MCA teachers, how does one explain that in June 2018, some thirty three (33) faculty members attended Hillsdale training and completed District's verification for MIP points for which they received appropriate credit. Most of them were filled out in mid-October and signed off by Mr. Hull in late November 2018. What is equally interesting is that Mr. Whitehead, who joined the chorus of Hillsdale naysayers, attended the conference at Hillsdale June 22 – 23, 2018, receiving certification from Hillsdale of having "received 12.5 contact hours at the Hillsdale College Barney Charter School Initiative Teacher Training" on those dates. Mr. Whitehead submitted to the District his verification for MIP points, which was signed, but not dated, by Mr. Hull. In this context, despite the controversy that emerged, Hillsdale provided training to several teachers in June 2019 as well; thereby honoring its commitment to MCA.

What is also overlooked in all this is the fact that Mr. Hull decided to limit contact with Hillsdale during the 2018-2019 school year; including requiring faculty to get approval from him before they could have any initiated contact with Hillsdale training staff. The access that was once open, was now extremely narrow, if not closing rapidly. This can be seen in the exchange he had with Mr. Adams, Hillsdale College's then new Instructional Coach, for the Barney Charter School Initiative ("BCSI"). A couple of weeks after the instructional seminars were over, Mr. Adams emailed Mr. Hull on July 11, 2018, informing him that his role was "to provide assistance and resources for your history and Latin teachers as needed this summer and through out the year". He then reached out to Mr. Hull further as follows:

If you have any immediate thoughts, questions, or needs regarding history or Latin instruction at Mason Classical Academy, please let me know a day and time in the near future when we could talk or send me an email. Additionally, if you could direct me to your lead teachers in each department or to all your history and Latin teachers, however you wish to arrange it, I would be grateful, that I might introduce myself to them as well.

Thank you in advance for your future help and suggestions. Please feel free to share any and all suggestions for improving instruction and, most importantly, for how I can best serve your teachers, that they may all teach at their very best.

(July 11, 2018, email communication from J. Adams to D. Hull sent at 10:02 a.m.). Mr. Adams' email reflected the reality of the on-going communication between BCSI instructional coaches and MCA faculty.

Mr. Hull replied the next day. After thanking Mr. Adams for his email and wishing him well in his position, he tersely wrote:

At this time, we have no support needs. We are busy preparing for the upcoming year, and everything is in place and set up for another successful school year. All communications to our faculty and staff from BCSI can be directed to me. I appreciate your availability and willingness to assist. If I run across anything that we need in terms of support for history or Latin, I will be sure to give you a call.

Mr. Hull's message is clear, "we do not need your services and do not contact MCA faculty and staff without going through me." The great gatekeeper was closing the door on the relationship. How could one expect Hillsdale to provide instructional learning when presented with an email such as this from the head of the school? And Mr. Hull's email came at a time when he, Ms. Lichter, and Ms. Smith were positioning their consulting firm for the new school year, having determined it would proceed without reference to either its or MCA's connection with Hillsdale College. Thus, MCA's distorted narrative does not match the facts and the reality of what had transpired. The preparers decided it was best to stay away from this as well.

As a final observation, MCA's new narrative has been that Hillsdale had not delivered instructional services and support for a long time and, therefore, MCA needed to cut bait and part company with it. Yet, behind the scenes, Mr. Hull had already shut down the relationship. In light of all this, the question arises how could Joe Baird even possibly be responsible for tortuously interfering with MCA's contract with Hillsdale? Mr. Hull and Ms. Lichter had skillfully done so on their own. The MCA leadership team sued Mr. Baird to use him as the fall guy in order to deflect attention away from what actually had happened.

X. CONCLUSION

On November 5, 2019, Ms. Lichter declared that the Coleman Report exonerated her, her fellow Board Members, Mr. Hull, and Mr. Whitehead from the findings in the GC's Report. As we have seen, it did not. The preparers' exclusion, misuse, and fragmentary usage of evidence, along with factual and legal errors to try to craft a predetermined outcome that would fit the narrative Ms. Lichter and her supports wanted, and paid a great deal of money for, didn't work. Indeed, in many instances the preparers' themselves acknowledged wrong-doing and serious

problems consistent with the findings and conclusions in the GC's report; albeit played down, minimized, and whitewashed to make the façade look cleaner.

The reality is the scope of MCA policy violations, statutory violations, disregard of AGO opinions, deception, contempt for transparency, persons, MCA's pillars and the classical values upon which the school is claimed to rest is extensive. And with a more intensive evidentiary review along with evidence presented that was not in the GC's Report of June 3, 2019, it is far more extensive than previously realized.

After the GC's Report came out, and MCA parents and other members of the community expressed their upset, Ms. Lichter treated the very constituents who supported her for years, with contempt and derision and attacked them publicly as enemies instead of trying to talk and repair with them. She also rabble-roused supporters to go after those she had targeted and continues to target. Ms. Lichter, Ms. Miller, Mr. Hull, Mr. Whitehead, and Mr. Bolduc, among others, as leaders of a classical school, would do well to heed the words of Cicero in his great essay On Duties (2): "Men who are eager to terrorize others become frightened of the very people they are intimidating." (Cicero, On the Good Life, Penguin Bks, 1971, at 132).

The Mediation Settlement Agreement ("MSA") has been violated with impunity as the multiple letters to MCA counsel have established out in great detail. Contempt has been shown not only for MCA itself, but also for the requirements to show civility, not to engage in inappropriate Facebook or other social media postings, proper meeting notices, the Sunshine law, agendas, and so on (as well as multiple First Amendment violations).

Most recently, Ms. Lichter's contempt and cynical disregard for appropriate process (and she was supported, tragically, by several of her fellow Board Members) showed no bounds when she used the Coronavirus Health Emergency conditions as a cover to hire Mr. Hull to an Executive Director's position, no doubt with Mr. Hull's knowledge and participation in such contempt and cynicism. Indeed consideration of Mr. Hull's appointment was not on the agenda. Ms. Lichter maneuvered it on as an item to add to the agenda after the meeting began so the public could not participate in a voting item in violation of F.S. 286.011, F.S. 286.0114, and MCA bylaws.

One of the reasons given was that Mr. Hull had a Master's Degree in on-line education. If true, why wasn't he taking the lead to apply such skills a month before? Everyone knew what was unfolding. And why did it require an elevation to an Executive Director's position in order to apply such skills? Further, Mr. Hull was hired in 2014. He has never wanted to use such alleged talents to advance MCA technologically and try to keep pace with the District or other charter schools. He has sneered for years at computerized learning.

Finally, what professional development training has he completed to be up-to-speed in this area? Ms. Lichter used the cover of a health crisis, in essence, to restore him to his principal's position despite the presence of Ms. Vickaryous, and Mr. Hull will no doubt have considerable say in overseeing and directing her work. And, in the meantime, he will also be able to continue on as an Executive Officer for CCMG.

As if that was not enough, on March 23, 2020, a Board Meeting was held not only to approve the contract for Mr. Hull but also another contract with a company called Captivated Health. It was an action item placed under “Unfinished Business” to be brought forward for approval by Mr. Bolduc. The only problem was that Mr. Bolduc had a financial interest in the company. He did not disclose that Captivated Health was entering the Florida market under his directorship. His directorship would be announced two days later.

On March 25, 2020, the Globe Newswire announced the following:

BOSTON, March 25, 2020 (GLOBE NEWSWIRE) -- Captivated Health is pleased to announce that it has established offices in Tampa, Florida and is now offering its proven healthcare financing solution to Florida independent Private and Public Charter schools. Captivated Health helps schools control costs with insightful, actionable data and improves the member experience through a 24/7/365 concierge service passionately committed to making healthcare easier and more affordable.

Thus, two days before it was announced to the public that Captivated Health was entering the Florida Market, Mr. Bolduc moved and the Board, including Mr. Bolduc, voted to approve the contract for which Mr. Bolduc had the inside track and knowledge and which inured to his personal and private benefit. This is what makes the following section of the announcement so significant:

Managing Captivated Health’s Tampa-based team will be David Bolduc, who serve as Director for the Southeast Region. David has deep experience in underwriting (American International Group), risk analysis and captive management (Strategic Risk Solutions) and reinsurance. David holds a Bachelor of Arts in Business Economics from Brown University. He also Holds an Associate in Risk Management (ARM), Associate in Reinsurance (Are) and is Chartered Financial Analyst (CFA). David also brings first-hand experience with educational institutions, having served as a member of the Gulfview Middle School Advisory Committee, and Board Member of Mason Classical Academy.

Accordingly, not only is Mr. Bolduc Captivated Health’s Director for the Southeast Region, it is also expressly noted that he is a Board Member of Mason Classical Academy. Mr. Bolduc hid all of this from the Board and the public when he moved to approve and voted on the approval of the contract. He also had the matter placed on “Unfinished Business”. But a review of the Board Meeting Agendas going back through December 2019, shows no “New Business” item for discussion pertaining to Captivated Health which is a division of the Borislow Insurance Company located in Massachusetts.

With this in mind, the charter incorporated Florida ethics statutes pertinent to public officials. F.S. 1002.33(26)(a) and (b) provides the following:

(26) STANDARDS OF CONDUCT AND FINANCIAL DISCLOSURE.

- (a) A member of a governing board of charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).
- (b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

In this context, the Ethics statutes, F.S. 112.313(3) provides in pertinent part the following:

(3) DOING BUSINESS WITH ONE'S AGENCY.

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, ha a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

And F.S. 112.313(7) provides in pertinent part the following:

(7) CONFLICTING EMPLOMENT OR CONTRACTUAL RELATIONSHIP

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the sate; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Finally, F.S. 112.3143, which pertains to voting conflicts, provides in subsection (3)(a), in pertinent part the following:

(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special

private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by who he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

It is submitted that Mr. Bolduc's actions stand in violation of F.S. 1002.33(26), F.S. 112.313(3) & (7), and F.S. 112.3143(3)(9). In so doing, he also violated MCA Policy 6.0 – Conflict of Interest, which addresses many of the statutory issues noted above. These represent serious statutory and ethical violations for which he is accountable as a Board Member of a public school.

In the CR Report and in the Board approved cure document, one repeatedly sees the statement that no corrective work is further recommended as to Mr. Hull because he has resigned. Ms. Lichter, Mr. Hull, and Board Members have once again deceived the public. Ms. Lichter no doubt felt that in light of the CR, she would bide her time and reinstate Mr. Hull when she saw an opening to do so. While the CR Report tried to let Mr. Hull off the hook because he resigned, it recognized, whether expressly or impliedly, the problems his actions engendered.

This Reply, and the most recent Board actions, have shown the depth of Ms. Lichter's, Mr. Hull's, Ms. Miller's, Mr. Bolduc's, and others' capacity to deceive, mislead, terrorize, and control MCA stakeholders and the public through their statements and actions. Look at MCA's pillars. They have taken a mallet to them and shattered them beyond recognition. We are beyond the Aristotelian idea of hubris; an excessive pride for violating a divine rule or law, especially a moral law. This Reply sadly discloses that MCA's leadership appears to be so enamored of its power that it has lost touch with its conscience which is tragic for a classical school built on virtue.

Jon Fishbane - April 6, 2020
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