



Seaside School, Inc

March Finance Committee Meeting

March Finance Committee Meeting

Published on March 13, 2023 at 9:49 AM CDT

Date and Time

Monday March 13, 2023 at 11:00 AM CDT

Location

Virtual

In person option will be available at:

9961 E Co Hwy 30A

Suite 7A

Inlet Beach, FL 32461

Founded in 1996

Serving Students in Grades 5 - 12

We seek to sustain an educational community where an emphasis on academic excellence is complemented by our concern for each learner's personal growth and intellectual, aesthetic, and psychological development. The curriculum is developmentally responsive – actively engaging students in learning skills in context, integrative – directing students to connect learning to daily lives, and exploratory – enabling students to discover their abilities, interests, learning styles, and ways that they can make contributions to society.

Information on procedures for public comment can be found at

<https://www.seasideschools.net/domain/35>.

If anyone needs special assistance to participate in the public input session, every effort will be made to provide an appropriate accommodation. When requesting accommodations for public input, please allow no less than 1 business day notice prior to the scheduled meeting.

Specific issues about a particular student should only be addressed to the school's Director of Student Services, rather than the Board of Directors.

All public comments will be taken under advisement by the Board, but will not elicit a written or spoken response. The names of persons providing public comment and a brief summary of topics or input will be included in the meeting minutes published. A response will be provided to the stakeholder within seven (7) days.

Agenda

	Purpose	Presenter	Time
I. Opening Items			11:00 AM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Approve Minutes	Approve Minutes		1 m
 II. Finance			
1. Salary Increase			
2. Seaside Teachers Appreciation Bonus			
3. Portables			
4. March Financials			
5. 23/24 Salary Scale - Exploris			
 III. Other Business			
1. Teacher incentives package			
2. Diversify Fundraising			
1. Booster Club			
2. Teacher Appreciation sponsorship			
3. Seaside Expansion projections			
 IV. Closing Items			
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Feb Seaside Finance Committee.docx

Feb Finance Committee

Feb 13, 2023

Attendees:

David Lilienthal

Rhea Goff

Anne Winicki

Greg Latour

[Lily Meadows](#)

Kim Mixson

Chip Brown

Andrew Jordan

Meeting began at 11.00 AM

Approval of January Minutes

- Anne W. moved to approve, Lilienthal 2nd

Discussion January Financials

- Numbers have been adjusted for our actual Oct. counts of 192 and 206 (vs 204)
- Currently tracking a surplus of \$337,000
- Will be moving the picket fence to a restricted capital account (same as windows and doors project) which improved the financials by \$95K
- Audit fees were much higher than expected, we will begin an RFP process
 - 990 SShould be ready for board approval in March meeting
 - Will start the RFP process after the March board meeting

Discuss Seacoast Portables

- Seacoast is working on the addition of 4 portables for the 23/24 school year. 2 of the portables would be used for FLVS and the 10th grade business class. The business class was at the directive of NWFL and would be looking to expand its offering for 23/24
- The current quote is very high, working with vendors to see what can be done.

Next budget workshop is Mar 1, 20239.30 at Seaside

Motion to adjourn the meeting

- Lilienthal motioned, Anne W. seconded the motion

Meeting adjourned at 11.24

Coversheet

Adjourn Meeting

Section: IV. Closing Items
Item: A. Adjourn Meeting
Purpose: Vote
Submitted by:
Related Material: Feb 2023 Seaside Board Packet.pdf
Exploris Salary Scales (2).pdf
Seacost.Walton(1.31.22).pdf
Feb Seaside Finance Committee.docx
Seaside Expansion 5 year summary.pdf

The Seaside School, Inc
Balance Sheet All Funds
February 28, 2023

	Operating	ESSER Special Revenue	Capital Outlay	Total
Assets and Other Debits				
Cash - Operating - Regions	447,126	-	-	447,126
Cash - Internal - Truist	128,087	-	-	128,087
Cash - Athletic - Regions	26,110	-	-	26,110
Cash - Money Market - Regions	-	-	131,352	131,352
Cash - Prepaid Visa	17,500	-	-	17,500
Petty Cash	100	-	-	100
Accounts Receivable - FEFP	116,138	-	-	116,138
Accounts Receivable - Other	-	59,118	18,626	77,745
Due from Foundation	178,502	-	-	178,502
Prepaid Expenses	932	-	-	932
Due from Other Funds	59,117	-	142,907	202,024
Total Assets and Other Debits	<u>973,613</u>	<u>59,118</u>	<u>292,885</u>	<u>1,325,616</u>
Liabilities, Fund Equity, and Other Credits				
Liabilities:				
Accrued Salaries	92,801	-	-	92,801
Accrued Payroll Liabilities - Insurance	5,520	-	-	5,520
Accounts Payable	142,360	-	28,000	170,360
Deferred Revenue	-	-	-	-
Note Payable	-	-	-	-
Due to Other Funds	142,907	59,118	-	202,024
Total Liabilities	<u>383,588</u>	<u>59,118</u>	<u>28,000</u>	<u>470,705</u>
Fund Equity and Other Credits				
Fund Balance	408,059	-	234,371	642,430
Excess (Deficiency) of Revenues - YTD	181,966	-	30,514	212,480
Total Fund Equity and Other Credits	<u>590,026</u>	<u>-</u>	<u>264,885</u>	<u>854,911</u>
Total Liabilities Fund Equity and Other Credits	<u><u>973,613</u></u>	<u><u>59,118</u></u>	<u><u>292,885</u></u>	<u><u>1,325,616</u></u>

**Revenues, Expenses, & Excess or Deficiency / Budget vs. Actual
Combined Summary
Month and Year-to-Date Ending February 28, 2023**

	<u>Revenues & Expenses</u>		<u>Annual</u>	<u>Balance</u>	<u>%</u>
	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Remaining</u>	<u>Remaining</u>
Revenues					
FEFP - Walton County School District	322,521	2,580,166	3,440,881	860,715	25%
FEFP - Restricted Capital Outlay	2,621	20,971	25,561	4,590	18%
Teacher Salary Allocation	-	97,112	-	(97,112)	-
Industry Certification Funding	-	-	18,700	18,700	100%
Advance Placement Funding	-	-	10,000	10,000	100%
Florida Teacher Lead Program	-	7,125	7,000	(125)	-2%
School Recognition Funds	-	-	38,680	38,680	100%
Miscellaneous Revenue	285	32,590	-	(32,590)	-
Recovery of Prior Year Expense	3,309	11,141	-	(11,141)	-
Transfer Facility Lease	14,000	112,000	168,000	56,000	33%
Sponsor a Teacher	-	-	6,000	6,000	100%
Charter School Capital Outlay	16,500	132,000	198,000	66,000	33%
Ed Securities Facility Grant	10,814	10,814	-	(10,814)	-
ESSER II	3,309	63,165	-	(63,165)	-
ESSER III	32,233	63,791	-	(63,791)	-
School Lunch Revenue MS	1,155	14,391	14,500	109	1%
School Lunch Revenue HS	-	2,161	1,000	(1,161)	-116%
School Field Trips MS	-	2,435	7,000	4,565	65%
8th Grade Field Trip MS	1,623	19,716	15,000	(4,716)	-31%
School Field Trips (City/Senior) HS	-	46,768	13,000	(33,768)	-260%
Athletics General	3,813	16,821	-	(16,821)	-
Parent Teacher Gift Collection MS	-	16,585	7,500	(9,085)	-121%
Parent Teacher Gift Collection HS	-	8,236	3,000	(5,236)	-175%
Yearbook Revenue MS	-	-	500	500	100%
Yearbook Revenue HS	470	1,017	500	(517)	-103%
Student Activities MS	2,752	2,877	1,500	(1,377)	-92%
Student Activities HS	1,102	6,787	11,000	4,213	38%
Transfer from Foundation	-	-	361,253	361,253	100%
Interest and Dividend Income	0	1	-	(1)	-
Total Revenues	416,507	3,268,670	4,348,575	1,079,905	25%
Expenses					
5100 - Instruction	189,595	1,642,336	2,398,867	756,531	32%
5200 - Exceptional Instruction	6,892	47,665	79,787	32,121	40%
6100 - Student Personnel Services	22,926	188,779	277,976	89,197	32%
6300 - Curriculum Development	-	672	14,880	14,208	95%
6400 - Instructional Staff Training Services	534	5,009	7,000	1,991	28%
6500 - Instructional-Related Technology	-	18,970	70,920	51,950	73%
7100 - Board Administration	8,267	68,858	35,700	(33,158)	-93%
7200 - General Administration	4,043	32,347	43,768	11,421	26%
7300 - School Administration	60,448	487,063	729,920	242,857	33%
7500 - Fiscal Services	5,833	56,667	90,000	33,333	37%
7800 - Student Transportation Services	2,015	3,106	12,074	8,969	74%
7900 - Operation of Plant	20,322	110,427	195,822	85,395	44%
F360 - Capital Outlay	(81,400)	112,300	168,000	55,700	33%
F435 - ESSER II	35,542	126,956	-	(126,956)	-
9100 - Community Services	7,564	155,036	129,900	(25,136)	-19%
Contingency/Buyback	-	-	93,962	93,962	100%
Total Expenses	282,581	3,056,190	4,348,575	1,292,385	30%
Excess (Deficiency) Revenues Over Expenses	133,927	212,480	(0)		

Exploris Salary Scales

Teachers

To calculate salary:

1. The base salary can be found on the [2022-2023 NC Public School Salary Schedule](#).
2. Add the following Exploris Supplement, based on the number of years of classroom teaching experience. Up to five (5) years of K-12 teaching experience can be transferred in.

Years at Exploris	Supplement
No License	10%
0-9 years	14%
10-17 years	16%
18-24 years	18%
25+ years	20%

3. Multiply by .80 for 80% positions.

Teaching Partners

Years	Gross salary
0	\$27,360.00
1	\$27,770.40
2	\$28,186.96
3	\$28,609.76
4	\$29,038.91
5	\$29,474.49
6	\$29,916.61
7	\$30,365.36
8	\$30,820.84
9	\$31,283.15

10	\$31,752.40
11	\$32,228.68
12	\$32,712.11
13	\$33,202.79
14	\$33,700.84
15	\$34,206.35
16	\$34,719.44
17	\$35,240.24
18	\$35,768.84
19	\$36,305.37
20	\$36,849.95
21	\$37,402.70
22	\$37,963.74

23	\$38,533.20
24	\$39,111.20
25	\$39,697.86
26	\$40,293.33
27	\$40,897.73
28	\$41,511.20
29	\$42,133.87
30	\$42,765.87
31	\$43,407.36
32+	\$44,058.47

NOTE: Up to 5 years of comparable K-12 classroom teaching experience can be transferred in.

Substitute Teachers

Years as a substitute teacher at Exploris	Non-certified Daily Rate	Certified Daily Rate
0	\$115	\$125
1	\$115	\$130
2	\$120	\$135
3	\$125	\$135
4	\$130	\$135
5+	\$135	\$135

1 year = A school year in which the substitute works for 10 or more days.

The Certified Daily Rate will be paid to a substitute upon receipt of a current NC Teaching License. We will not pay retroactively for previously worked days upon receipt of the Teaching License.



Mobile Modular Management Corporation
 1100 State Hwy 559
 Auburndale, FL 33823-9356
 Phone: (863) 965-3700
 Fax: (863) 965-7814
 www.mobilemodular.com

Lease Quotation and Agreement

Quotation Number: 519539
 Lessee PO/Ref:
 Date of Quote: 01/31/2023
Lease Term: 24 Months

Lessee Name and Billing Address	Site Location	Lessor Name
Seaside School, Inc ("Lessee") 109 Greenway Trail Santa Rosa Beach, FL 32459 Scott O'Prey opreys@seasideschools.net Phone: (678) 895-4739	Seaside School, Inc 109 Greenway Trail Santa Rosa Beach, FL 32459 Scott O'Prey opreys@seasideschools.net Phone: (678) 895-4739	Mobile Modular Management Corporation ("Lessor") Questions? Contact: Ross Smith Ross.Smith@MobileModular.com Direct Phone: (229) 848-3917 Fax: (352) 475-1469

Equipment and Accessories	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Eco II Xpand, 24x36 DBPR (Item2093) <i>Viny covered Gypsum (VCG) Interior. Factory New or Like New</i>	4	\$1,825.00	\$7,300.00	Y
Delivery-related Services	Qty	Charge Each	Total One Time	Taxable
Eco II Xpand, 24x36 DBPR (Item2093)				
Block and Level Building (B4)	4	\$5,350.00	\$21,400.00	Y
Delivery Haulage Fuel 12 Wide Lowboy	8	\$588.00	\$4,704.00	Y
Delivery Haulage Lowboy 12 wide	8	\$3,850.00	\$30,800.00	Y
Essential Material Handling Fee	8	\$75.00	\$600.00	N
			<u>\$57,504.00</u>	
		Total	\$ 57,504.00	
Estimated Return-related Services	Qty	Charge Each	Total One Time	Taxable
Eco II Xpand, 24x36 DBPR (Item2093)				
Cleaning Fee	8	\$450.00	\$3,600.00	Y
Prepare Equipment For Removal (B4)	4	\$3,534.00	\$14,136.00	Y
Return Haulage Fuel 12 Wide Lowboy	8	\$588.00	\$4,704.00	Y
Return Haulage Lowboy 12 wide	8	\$3,850.00	\$30,800.00	Y
			<u>\$53,240.00</u>	
		Total	\$53,240.00	

Total Estimated Charges	
Subtotal of Monthly Rent	\$7,300.00
Personal Property Expense	\$511.20
Taxes on Monthly Charges	\$518.67
Total Monthly Charges (including tax)	\$8,329.87
Charges Upon Delivery (including tax)	\$61,115.28
Charges Upon Return (including tax)	\$56,667.44
Total One Time Charges (including tax)	\$117,782.72

Special Notes

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site

Lease Quotation and Agreement

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preparation, utilities/connections, fire alarm systems, fire sprinkler systems.

FL Locate Responsibility: Customer is responsible for scheduling all locates (www.sunshine811.com) and making Mobile Modular aware of any hazards before digging.

FL Earth Anchors: This proposal assumes the use of earth anchoring on grass or dirt surface. Tie downs to asphalt, concrete or sugar sand may incur an additional fee.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Security Deposit/First Invoice: Mobile Modular may require the receipt of payment for security deposit and estimated initial invoice amount prior to reserving buildings.

FL Accessory Items: This proposal does not include steps, ramps, or awnings unless specifically identified on quote.

Floor Plans

Eco II Xpand, 24x36 DBPR (Item2093)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

1. Request your delivery date.

Requested delivery date: _____

Please note: For modular buildings, as a "rule of thumb" allow one day per module to accommodate for set up after delivery. We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and readiness and must be confirmed by a Mobile Modular representative.

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.

519539, 01-31-2023 08:06 AM prod

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Lease Quotation and Agreement

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2. Tell us how you would like to pay.

- Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)
- Credit card payment (a representative will contact you to obtain the credit card information for billing)

3. Insurance value.

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Item & Description	Qty	Item Code	Insurance Value
Eco II Xpand, 24x36 DBPR (Item2093)	4	2093	\$360,000.00

Thank you for contacting Mobile Modular.

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Lease Quotation and Agreement

Quotation Number: 519539

Lessee PO/Ref:

Date of Quote: 01/31/2023

Lease Term: 24 Months



This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void ab initio and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a division of McGrath RentCorp

Signature: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Seaside School, Inc

Signature: _____

Name: _____

Title: _____

Date: _____

Thank you for contacting Mobile Modular.

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Lease Quotation and Agreement

Quotation Number: 519539

Lessee PO/Ref:

Date of Quote: 01/31/2023

Lease Term: 24 Months**LEASE TERMS AND CONDITIONS**

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
2. **TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: “**Accessories**” shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; “**Equipment**” shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
3. **PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
4. **LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (“the Start Rent Date”), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Monthly Charges specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor’s sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
5. **EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Monthly Charges from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Estimated Return-Related Services from those specified in this Agreement to reflect Lessor’s then-current market rates for such services.
6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee’s from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
7. **RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty(30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the “Preparation for Removal of the Equipment” section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Monthly Charges set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Monthly Charges will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Monthly Charges; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Monthly Charges. The charges reflected in this Agreement for Estimated Return-Related Services will be adjusted for any Lease Term longer than twelve(12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
8. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the

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Date of Quote: 01/31/2023

Lease Term: 24 Months

foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. TAXES. Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. LOSS OR DAMAGE. Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.

11. INSURANCE. Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY.

(a) LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH

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Lease Quotation and Agreement

Quotation Number: 519539

Lessee PO/Ref:

Date of Quote: 01/31/2023

Lease Term: 24 Months

OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. EVENTS OF DEFAULT; REMEDIES. Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

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Feb Finance Committee

Feb 13, 2023

Attendees:

David Lilienthal

Rhea Goff

Anne Winicki

Greg Latour

[Lily Meadows](#)

Kim Mixson

Chip Brown

Andrew Jordan

Meeting began at 11.00 AM

Approval of January Minutes

- Anne W. moved to approve, Lilienthal 2nd

Discussion January Financials

- Numbers have been adjusted for our actual Oct. counts of 192 and 206 (vs 204)
- Currently tracking a surplus of \$337,000
- Will be moving the picket fence to a restricted capital account (same as windows and doors project) which improved the financials by \$95K
- Audit fees were much higher than expected, we will begin an RFP process
 - 990 SShould be ready for board approval in March meeting
 - Will start the RFP process after the March board meeting

Discuss Seacoast Portables

- Seacoast is working on the addition of 4 portables for the 23/24 school year. 2 of the portables would be used for FLVS and the 10th grade business class. The business class was at the directive of NWFL and would be looking to expand its offering for 23/24
- The current quote is very high, working with vendors to see what can be done.

Next budget workshop is Mar 1, 20239.30 at Seaside

Motion to adjourn the meeting

- Lilienthal motioned, Anne W. seconded the motion

Meeting adjourned at 11.24

**The Seaside School, Inc
Budget
Overall
Year Ending June 30, 2024**

Enrollment Projection Middle	192	192	192	192	192
Enrollment Projection High	244	400	475	550	554
Total	436	592	667	742	746

	2023-2024 Budget	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	2027-2028 Budget
Revenues					
FEFP - Walton County School District	4,313,944	5,859,831	6,603,046	7,346,260	7,385,898
FEFP - Restricted Capital Outlay	37,124	50,407	56,793	63,179	63,519
Industry Certification Funding	18,700	21,897	23,434	24,970	25,052
Advance Placement Funding	10,000	16,393	19,467	22,541	22,705
Florida Teacher Lead Program	7,000	8,598	9,367	10,135	10,176
School Recognition Funds	38,680	48,649	54,131	59,813	61,259
Sponsor a Teacher	6,000	6,000	6,000	6,000	6,000
Transfer from Foundation - General Revenue	360,006	-	-	-	-
Charter School Capital Outlay	218,000	296,000	333,500	371,000	373,000
Transfer In Kind Facility Lease	168,000	84,000	84,000	84,000	84,000
School Lunch Revenue	15,500	15,500	15,500	15,500	15,500
School Field Trips MS	7,000	7,000	7,000	7,000	7,000
8th Grade Field Trip	15,000	15,000	15,000	15,000	15,000
School Field Trips (City/Senior)	13,000	13,000	13,000	13,000	13,000
Parent Teacher Gift Collections	10,500	10,500	10,500	10,500	10,500
Yearbook Revenue	1,000	1,000	1,000	1,000	1,000
Student Activities	12,500	12,500	12,500	12,500	12,500
Total Revenues	5,251,954	6,466,275	7,264,237	8,062,398	8,106,110

Expenses					
5100 - Instruction	2,846,490	3,349,493	3,775,380	4,168,653	4,266,623
5200 - Exceptional Instruction	83,962	86,004	87,929	89,897	91,911
6100 - Student Personnel Services	305,133	313,887	322,063	330,486	338,863
6300 - Curriculum Development	14,880	23,346	27,618	31,973	32,513
6400 - Instructional Staff Training Services	7,000	10,299	11,969	13,673	13,895
6500 - Instructional-Related Technology	70,920	93,881	105,625	117,595	119,358
7100 - Board Administration	128,700	36,057	36,418	36,782	37,150
7200 - General Administration	49,898	49,898	49,898	49,898	49,898
7300 - School Administration	920,393	1,080,753	1,106,242	1,132,587	1,159,831
7400 - Facilities Acquisition and Construction	267,958	84,000	84,000	84,000	84,000
7500 - Fiscal Services	95,000	96,425	97,871	99,339	100,830
7800 - Student Transportation Services	12,074	12,195	12,317	12,440	12,564
7900 - Operation of Plant	213,705	577,045	589,974	603,212	612,382
9100 - Community Services	129,900	129,900	129,900	129,900	129,900
Contingency/Buyback	105,940	107,660	109,414	111,203	113,029
Total Expenses	5,251,954	6,050,842	6,546,617	7,011,637	7,162,745

Excess (Deficiency) Revenues Over Expenses	0	415,433	717,620	1,050,762	943,365
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