

## Seaside School, Inc

### June Governance Committee Meeting

Published on June 8, 2023 at 8:16 AM CDT

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#### Date and Time

Thursday June 8, 2023 at 8:15 AM CDT

#### Location

Barker Williams  
60 Clayton Lane  
Santa Rosa Beach, FL 32459

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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.

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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
<b>I. Opening Items</b>			<b>8:15 AM</b>
<b>A.</b> Record Attendance			1 m
<b>B.</b> Call the Meeting to Order			
<b>C.</b> Approve Minutes	Approve Minutes	Farrar Barker	1 m
Approve minutes for Governance Committee Meeting on May 12, 2023			
<b>II. Governance</b>			<b>8:17 AM</b>
<b>A.</b> Fictitious Name Approval	Vote	Farrar Barker	5 m
Approve submission of fictitious name applications to Department of State.			
<b>B.</b> Update on Public Records Request	FYI	Farrar Barker	5 m
<b>C.</b> Consideration of Formal Grievance Process	Discuss	Farrar Barker	5 m
* See existing policies and procedures manual (under Governance Documents)			
* Dr. O'Prey letter on disciplinary grievance policy			
* Dr. Miller's proposed forms			
<b>III. Other Business</b>			
<b>IV. Closing Items</b>			
<b>A.</b> Adjourn Meeting	Vote		

# Coversheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** C. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Governance Committee Meeting on May 12, 2023



## Seaside School, Inc

# Minutes

## Governance Committee Meeting

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### Date and Time

Friday May 12, 2023 at 8:15 AM

### Location

Barker Williams / Shoreline Title, 60 Clayton Lane, Santa Rosa Beach, FL 32459.

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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.*

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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.

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#### **Committee Members Present**

A. Winicki, D. Tinghitella, F. Barker, K. Goff, L. Blue

#### **Committee Members Absent**

C. Lewis

#### **Guests Present**

J. O'Donoghue, K. Mixson, K. Tucker, M. Uhlfelder, Robert Kauffman

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### **I. Opening Items**

#### **A. Record Attendance**

#### **B. Call the Meeting to Order**

K. Goff called a meeting of the Governance Committee of Seaside School, Inc to order on Friday May 12, 2023 at 8:22 AM.

#### **C. Approve Minutes**

D. Tinghitella made a motion to approve the minutes from April Governance Committee Meeting on 04-14-23.

A. Winicki seconded the motion.

The committee **VOTED** to approve the motion.

### **II. Governance**

#### **A. Bylaws Discussion**

Lengthy and thorough discussion of bylaw revisions occurred. Discussion centered around redline changes, and timeline for approval, with the goal these would be on the June agenda for approval given we need 30 days. Committee discussed at length director terms, number of directors, composition of selection committee, etc. Lloyd made a motion to amend the redline changes to revise the number of board members to between 7 and 11, with added language that this would be done at a future date to ensure that we are not out of compliance with our current 15-person board or any number above 11 since that will take some time period to accomplish. Anne seconded and all voted in favor.

Lloyd suggested we consider hiring outside counsel on retainer who could help with legal support in an ongoing basis, rather than if/when issues arise.

Jenna suggested we consider an odd number for selection committee, rather than 4, but no motion was made with regards to this. We then discussed including Executive Director in selection committee and whether it was permissible to do so and determined it likely was given they are just making a recommendation and the board is the group ultimately voting.

We also discussed a lot pertaining to concerns Michelle brought up with regards to DE&I and her request to add language to bylaws to seek diversity. Kav ultimately recommended to her to suggest language that would be used for selection committee, not necessarily inserted as a revision to our bylaws.

### **III. Closing Items**

#### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:22 AM.

Respectfully Submitted,  
K. Goff

# Coversheet

## Fictitious Name Approval

**Section:** II. Governance  
**Item:** A. Fictitious Name Approval  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Fictitious Name Application - Seacoast Collegiate High School, 1.pdf  
Fictitious Name Application - Seaside Neighborhood School, 1.pdf  
Legal Notice - Seaside School, 1.docx

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. \_\_\_\_\_  
Fictitious Name to be Registered (See instructions if name includes a business entity suffix or indicator)

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2. \_\_\_\_\_  
Mailing Address of Business

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City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

3. Florida County of principal place of business: \_\_\_\_\_  
(See instructions if more than one county)

4. FEI Number: \_\_\_\_\_

This space is for office use only  
 CR4E001 (10/20)

Section 2

**A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary)**

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Last First M.I. Last First M.I.

\_\_\_\_\_ Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**B. Owner(s) of Fictitious Name If Entity: (Use an attachment if necessary)**

2. \_\_\_\_\_ 2. \_\_\_\_\_  
Entity Name Entity Name

\_\_\_\_\_ Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Florida Document Number: \_\_\_\_\_ Florida Document Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_ FEI Number: \_\_\_\_\_

Applied For  Not Applicable  Applied For  Not Applicable

Section 3

I, the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

\_\_\_\_\_  
Signature of Owner in Section 2 Date Email Address: (to be used for future renewal notification)

Phone Number: \_\_\_\_\_

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
 FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we), the undersigned, hereby cancel the fictitious name \_\_\_\_\_,  
 which was registered on \_\_\_\_\_ and was assigned registration number \_\_\_\_\_.

\_\_\_\_\_  
Signature of Owner of Registration being Cancelled Date Signature of Owner of Registration being Cancelled Date

Mark the applicable boxes  Certificate of Status- \$10  Certified Copy- \$30

**NON-REFUNDABLE PROCESSING FEE: \$50**

## Instructions for Completing Application for Registration of Fictitious Name

### Section 1:

**Line 1:** Enter the name as you wish it to be registered. A fictitious name may not contain a business entity suffix or indicator (i.e. Corporation, Incorporated, Limited Liability Partnership, Limited Partnership, Professional Association, Corp, L.L.C., L.P., P.A., etc.) unless at least one registrant is a business entity of the same type duly incorporated, organized, formed or otherwise authorized to transact business in this state. Section 655.922, Florida Statutes, prohibits anyone other than financial institutions to use the word(s) "bank," "banc," "banco," "banque," "banker," "trust company," "savings and loan association," "savings bank," or "credit union," or words of similar import.

**Line 2:** Enter the mailing address of the business. This address does not have to be the principal place of business and can be directed to anyone's attention. **DO NOT USE AN ADDRESS THAT IS NOT YET OCCUPIED. ALL FUTURE MAILINGS AND ANY CERTIFICATION REQUESTED ON THIS REGISTRATION FORM WILL BE SENT TO THE ADDRESS IN SECTION 1.** An address may be changed at any future date with no charge by simply writing the Division.

**Line 3:** Enter the name of the county in Florida where the principal place of business of the fictitious name is located. If there is more than one county, list all applicable counties or state "multiple".

### Section 2:

**Part A:** Complete if the owner(s) of the fictitious name are individuals. The individual's name and address must be provided.

**Part B:** Complete if the owner(s) are not individuals. Examples are a corporation, limited partnership, joint venture, general partnership, trusts, fictitious name, etc. Provide the name of the owner, their address, their registration number as registered with the Division of Corporations, and the Federal Employer Identification (FEI) number. An FEI number must be provided or the appropriate box must be checked.

Owners listed in Part B must be registered with the Division of Corporations or provide documentation as to why they are not required to register. Examples would be Federally Chartered Corporations, or Legislatively created entities.

Additional owners may be listed on an attached page as long as all of the information requested in Part A or Part B is provided.

### Section 3:

Only one signature is required. It is preferred that a daytime phone number be provided in order to contact the applicant if there are any questions about the application.

### Section 4:

**TO CANCEL A REGISTRATION ON FILE:** Provide fictitious name, date filed, and registration number of the fictitious name to be cancelled.

**TO CHANGE OWNERSHIP OF A REGISTRATION:** Complete section 4 to cancel the original registration. Complete sections 1 through 3 to re-register the fictitious name listing the new owner(s). An owner's signature is required in both sections 3 and 4.

**TO CHANGE THE NAME OF A REGISTRATION:** Complete section 4 to cancel the original registration. Complete sections 1 through 3 to re-register the new fictitious name. An owner's signature is required in both sections 3 and 4.

An acknowledgement letter will be mailed once the fictitious name registration has been filed.

If you wish to receive a certificate of status and/or certified copy at the time of filing of this registration, check the appropriate box at the bottom of the form. PLEASE NOTE: Acknowledgments/certificates will be sent to the address in Section 1. If a certificate of status is requested, an additional \$10 is due. If a certified copy is requested, an additional \$30 is due.

The registration and reregistration will be in effect until December 31 of the fifth year.

Send completed application with appropriate fees in the enclosed envelope to:

Fictitious Name Registration  
PO Box 6327  
Tallahassee, FL 32314-1300

Internet Address:  
<http://www.sunbiz.org>

The fee for registering a fictitious name is \$50. Please make a separate check for each filing payable to the Department of State. Application must be typed or printed in ink and legible.

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. \_\_\_\_\_  
 Fictitious Name to be Registered (See instructions if name includes a business entity suffix or indicator)

2. \_\_\_\_\_  
 Mailing Address of Business

\_\_\_\_\_  
 City State Zip Code

3. Florida County of principal place of business: \_\_\_\_\_  
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 Last First M.I. Last First M.I.

\_\_\_\_\_  
 Address Address

\_\_\_\_\_  
 City State Zip Code City State Zip Code

**B. Owner(s) of Fictitious Name If Entity: (Use an attachment if necessary)**

2. \_\_\_\_\_ 2. \_\_\_\_\_  
 Entity Name Entity Name

\_\_\_\_\_  
 Address Address

\_\_\_\_\_  
 City State Zip Code City State Zip Code

Florida Document Number: \_\_\_\_\_ Florida Document Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_ FEI Number: \_\_\_\_\_

Applied For  Not Applicable  Applied For  Not Applicable

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**NOTICE UNDER FICTITIOUS NAME STATUTE**

NOTICE IS HEREBY GIVEN that **THE SEASIDE SCHOOL, INC., a Florida not for profit corporation** (the “Corporation”), intends to register with the Florida Department of State, pursuant to Section 865.09, Florida Statutes, the fictitious names of **SEASIDE NEIGHBORHOOD SCHOOL AND SEACOAST COLLEGIATE HIGH SCHOOL** under which the Corporation engages in its not-for-profit purposes at 10 Smolian Circle, Santa Rosa Beach, Florida 32459 and 109 Greenway Trail, Santa Rosa Beach, Florida 32459.

**THE SEASIDE SCHOOL, INC., a Florida not for profit corporation**

By: \_\_\_\_\_  
Name:  
Title:



# Coversheet

## Consideration of Formal Grievance Process

**Section:** II. Governance  
**Item:** C. Consideration of Formal Grievance Process  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
HOS parent letter 11-30-22.pdf  
Seaside\_School\_Policies\_and\_Procedures\_with\_Appendix\_Spring\_2020 (1).pdf  
Grievance Policy NEW.docx

January 4, 2023

Dear Seaside School, Inc. Parents and Students,

Our Charter is sponsored by the Walton County School District. In accordance with our Charter, Seaside School, Inc. follows the WCSD Student Code of Conduct for determining acceptable student behavior and responsibility. Since our school has students from grade five through grade twelve, discipline consequences have to be age appropriate. Additionally, discipline consequences have to be progressively stronger with subsequent infractions of a similar nature.

The Discipline Matrix was developed as a resource to provide clarity and transparency to parents, students and staff on behavioral consequences. The Matrix will serve as a guide to school administration in the determination of behavioral consequences for inappropriate actions. As a Charter School we have the flexibility to do more in regards to behavior consequences and behavioral supports than the school district but not less. School administrators have the discretion to deviate from these guidelines by assessing an appropriate consequence other than the one stated in the Matrix if they determine that there are mitigating or aggravating circumstances.

Each new school year is considered a "fresh start" for students to make positive behavioral choices. In order to promote learning and behavioral change, consequences should be assigned and implemented as soon as possible after an infraction. Disciplinary actions should be assigned within the same school year that the offense occurred. In very limited cases, such as an investigation that extends into the summer, a pattern of bullying behavior that carries over from one year to the next, expulsion, disciplinary reassignment in lieu of expulsion or disciplinary reassignment, may extend into the new school year. Other disciplinary consequences will not carry over year-to-year.

Participation in extracurricular activities and athletics is a privilege, not a right, and may be revoked by the Head of School or their designee for violations of the Student Code of Conduct including, but not limited to actions that result in in-school suspension, out-of-school suspension and/or a recommendation for expulsion or disciplinary reassignment. Suspension or dismissal from extracurricular activities may be utilized as a disciplinary consequence in addition to or in lieu of other disciplinary actions. Should a student athlete commit a Level 4 offense they will be removed from the team for the remainder of that season. If a student in a leadership position (SGA, NHS, House, etc.) commit a Level 4 offense they will be removed from their position for the remainder of the school year. A student's grade should not be lowered if they are excluded from extracurricular or co-curricular activities due to disciplinary reasons.

Parental contact will be made by the Dean of Students in regards to behavioral consequences as soon as is reasonably possible. If a student is suspended for any reason a written correspondence will be sent to the parent as well.

#### *Appeal Process*

Parents/guardians and students over the age of 18 have the right to appeal any assignment of ISS, OSS or bus suspension that they feel is unfair. Consequences other than ISS, OSS or bus suspension are not subject to appeal.

- Appeal requests must be addressed to the Head of School, initiated verbally and followed up in writing or email within three (3) days of the assignment of said disciplinary action.
- If the appeal is not initiated within three (3) days of the disciplinary action, the disciplinary action will be implemented and there will be no further right of appeal.
- The person hearing the case cannot have been a witness to, have assigned the original consequence or have been otherwise involved in the incident that resulted in the proposed discipline
- The Head of School's decision will be final on all appeals regarding ISS, OSS or bus suspension of one (1) to ten (10) days.

#### Whom to Call

1. If you have a student at either the Seaside Neighborhood School or Seacoast Collegiate HS and you have a question about behavior or discipline call Mr. Drew Ward, the Dean of Students. His office is at SNS and his phone number is 850-231-0396 ext. 105. His email is [wardd@seasideschools.net](mailto:wardd@seasideschools.net).
2. If you do not hear back from him within 24 hours please call Dr. Scott O'Prey, Head of School. His office is at Seacoast and his number is 850-200-4176. His email is [opreys@seasideschools.net](mailto:opreys@seasideschools.net)
3. We will do our best to return calls within 24 hours.

"Success through Choice, not Chance" is a phrase I have used with students for many years. As part of our academic program helping develop students who are independent thinkers is one of our main goals. Through the use of positive behavior supports we hope to guide our students to outstanding choices as they navigate their school journey. Many of these supports are listed at the end of the document.

If you have any questions in regards to this correspondence you may reach me at [opreys@seasideschools.net](mailto:opreys@seasideschools.net).

Sincerely,

Dr. Scott O'Prey

Head of School



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THE SEASIDE SCHOOL, INC.

POLICIES & PROCEDURES  
MANUAL

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Updated March 2020

# CONTENTS

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(1)	CORE VALUES .....	5
(1.1)	Mission Statement .....	5
(1.2)	Organizational Philosophy .....	5
(1.3)	Organizational Structure .....	5
(1.4)	Decision making .....	5
(1.5)	Non Discrimination .....	5
(2)	BOARD OF DIRECTORS .....	6
(2.1)	Establishment of the Board of Directors.....	6
(2.2)	General Powers .....	6
(2.3)	General Responsibilities.....	6
(2.4)	Board Membership and Powers.....	6
(2.5)	Meetings .....	6
(2.5.1)	Regular Board Meetings.....	6
(2.5.2)	Special Meetings .....	7
(2.5.3)	Audience Participation .....	7
(2.5.4)	Voting by Proxy .....	7
(2.5.5)	Notice of Board Meetings .....	7
(2.6)	Committees.....	8
(2.6.1)	Development of Committees.....	8
(2.6.2)	Meetings.....	8
(2.6.3)	Committee Reports .....	8
(2.6.4)	Authority .....	8
(2.7)	Conflict of Interest Policy.....	8
(2.7.1)	Definitions .....	8
(2.7.2)	Procedures .....	9
(2.7.3)	Compensation .....	10
(2.7.4)	Nepotism.....	10
(2.7.5)	Annual Statements.....	10
(2.8)	Financial Interest.....	11
(2.9)	Board’s Role as Employer.....	11
(2.9.1)	General Guidance.....	11
(2.9.2)	Human Resources .....	11
(3)	Employment .....	11

- (3.1) Equal Opportunity Employment ..... 11
- (3.2) Employee Handbook..... 12
- (3.3) Compensation and Benefits ..... 12
  - (3.3.1) Salaried Employees ..... 12
  - (3.3.2) Substitutes..... 12
- (3.4) Employee Behavior ..... 12
  - (3.4.1) Confidentiality ..... 12
  - (3.4.2) Professional Standards..... 12
  - (3.4.3) Discipline Procedure ..... 13
- (3.5) Employment at Will..... 12
- (4) Student Policies..... 13
  - (4.1) Admission of Students ..... 13
  - (4.2) Attendance..... 13
  - (4.3) Student Code of Conduct ..... 13
  - (4.4) Academic Standards..... 13
    - (4.4.1) Grading Policy ..... 13
    - (4.4.2) Dual Enrollment ..... 14
    - (4.4.3) Florida Virtual School ..... 14
  - (4.5) Athletics and Extra-Curricular Activities..... 14
  - (4.6) Medical Policies..... 14
    - (4.6.1) Inoculations of Students ..... 14
    - (4.6.2) Administering Medications ..... 14
    - (4.6.3) Students with Communicable Illnesses or Diseases ..... 14
    - (4.6.4) Student Physical Examination ..... 15
  - (4.7) General..... 15
    - (4.7.1) Releasing a Student from School ..... 15
    - (4.7.2) Relations with Law Enforcement Authorities ..... 16
    - (4.7.3) Dress Code..... 16
    - (4.7.7) Textbook Policy ..... 16
- (5) Management..... 17
  - (5.1) School Records ..... 17
    - (5.1.1) Security of Student Records ..... 17
    - (5.1.2) Up-To-Date Records ..... 18
  - (5.2) Public Records Request..... 18
  - (5.3) Emergency Procedures ..... 20
  - (5.4) Complaint Process..... 20

- (6) Fiscal and Operational Management..... 20
  - (6.1) General Office Procedures ..... 20
    - (6.1.1) Handling of Mail ..... 20
    - (6.1.2) Property and Supplies ..... 20
    - (6.1.3) Purchasing ..... 21
  - (6.2) Accounting Processes ..... 21
    - (6.2.1) Check Signing Authority ..... 21
    - (6.2.2) Financial Reporting..... 22

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# POLICIES & PROCEDURES MANUAL

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## (1) CORE VALUES

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### (1.1) MISSION STATEMENT

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The mission of The Seaside School, Inc. (the "School") is 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.

### (1.2) ORGANIZATIONAL PHILOSOPHY

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In carrying out its responsibilities, the School's Board of Directors (the "Board" or "Board of Directors") is guided by the desire to use the resources of its community, its staff and its students to provide the highest quality education permitted by its financial resources. In reaching decisions, the Board of Directors will attempt, in every case, to act in the best interest of its students.

### (1.3) ORGANIZATIONAL STRUCTURE

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The School is a not-for-profit corporation incorporated within the state of Florida. The organization, which is comprised of a middle school (grades 5-8) and a collegiate high school (grades 9-12), and ultimately approved for eventual K-12 curriculum, is directed by the Board of Directors who set the policies and guidelines for the organization and delegate to staff day-to-day responsibilities for operational matters. The Head of Schools and Principals consult with staff members in order to allow for the greatest possible staff participation in the decision making of the organization.

### (1.4) DECISION MAKING

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The Board of Directors is responsible for setting the budget, establishing organization wide policies and overseeing the general operation of the organization. It is the Head of School's responsibilities to ensure these policies are carried out, and to develop a system that ensures the input of staff, students and community.

### (1.5) NON DISCRIMINATION

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No person shall, on the basis of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any



education program or activity, or in any employment conditions or practices conducted by the School, except as provided by law.

The School shall comply with all state and federal laws which prohibit discrimination and are designed to protect the civil rights of applicants, employees, and/or students, or other persons protected by applicable law.

The School shall admit students to programs and classes without regard to race, color, religion, gender, age, national or ethnic origin, marital status, disability or handicap or sexual orientation.

## (2) BOARD OF DIRECTORS

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### (2.1) ESTABLISHMENT OF THE BOARD OF DIRECTORS

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The establishment and continued operations of the Board of Directors is a legal requirement for a charter school organized as a not for profit organization and is designed to ensure its operations continue to focus on service to the public. In addition to its legal responsibilities, the Board of Directors supports the organization mission and seeks to promote it by advocating the educational philosophy.

### (2.2) GENERAL POWERS

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All affairs of the School shall be overseen by the Board of Directors. The Board of Directors primary duties include but are not limited to the hiring and evaluation of the Head of Schools, setting of Policies and Procedures, strategic planning and assessment of the organization in accomplishing the missions of the School as well as the oversight of the public trust.

### (2.3) GENERAL RESPONSIBILITIES

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The Board of Directors shall govern the School consistent with the terms and conditions of its Charter and with Florida law, which includes but is not limited to the terms and provisions of Chapter 1003, Florida Statutes, all as modified and/or amended from time to time.

### (2.4) BOARD MEMBERSHIP AND POWERS

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The Board of Directors shall be filled as set forth the Bylaws and through procedures established by the Board from time to time. The Board shall have authority as set forth in the School's Charter, Florida law and the Board's Bylaws, all as modified and/or amended from time to time.

### (2.5) MEETINGS

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All meetings of the Board of Directors shall be held and conducted consistent with the School's Charter and Florida law, as modified and/or amended from time to time.

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#### (2.5.1) REGULAR BOARD MEETINGS

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The Board of Directors shall meet no less than six (6) times per year. The Board shall publish the schedule of its meetings and hold them in open session in compliance with Florida Law. The Board will meet and otherwise communicate in accordance with the Florida Sunshine Law, Section 286.011 and shall meet in executive session only when and to the extent permitted by Florida law.

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(2.5.2) SPECIAL MEETINGS

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Special Meetings of the Board may be called by the Chairman or any two voting members of the Board. The person(s) calling such meeting may set the location of the meeting as a conveniently accessible place for all Board members and the public. Special Meetings must be scheduled with no less than one (1) day prior notice and must be established to discuss only a single issue.

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(2.5.3) AUDIENCE PARTICIPATION

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At all Board Meetings any non-Board member may elect to speak on each agenda item for up to five (5) minutes, unless otherwise reduced or extended at the reasonable discretion of the Board's Chairperson depending on the apparent number of speakers. The public may address the Board subject to reasonable rules and regulations that may be established by the Board, which may include but not be limited to requiring the speaker to provide contact information and general topic information prior to speaking and setting reasonable time limitations for addressing the Board at any applicable meeting. Any audience member who becomes unruly or disruptive to the proceedings may be removed from the meeting.

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(2.5.4) VOTING BY PROXY

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Board Members may not vote by proxy. In circumstances where attendance at the meeting is impossible, the Board member may participate electronically or by phone provided that all members and the public are able hear all discussion and votes. Members who are participating electronically or by phone may not be considered in the count to determine whether quorum has been met, however such member's vote will count in any matter that is put to a vote.

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(2.5.5) NOTICE OF BOARD MEETINGS

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Notice of meetings of the Board of Directors, including Committees of the Board as described elsewhere within these policies, will be given in a manner to reasonably inform the public of the matters to be considered by the Board or such Committee.

Notice of the time, date, and place of the meeting as well as the tentative agenda will be provided at least twenty-four (24) hours prior to regularly scheduled meetings of the Board of Directors. For special meetings or committee meetings the notice must also be given at least twenty-four (24) hours prior to the meeting.

In order to maximize public participation, notice of Board meetings will be posted on the School's calendar or on the School's website and when possible in school publications such as newsletters or physically posted at the School in a conspicuous location that will remain consistent throughout the school year. Upon request, members of the media will be provided with notice of the meeting at the same time notice is provided to members of the Board.

## (2.6) COMMITTEES

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### (2.6.1) DEVELOPMENT OF COMMITTEES

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The Board of Directors, by resolution adopted by a majority of voting members, may designate one or more committees, each of which shall consist of at least one voting Board member.

### (2.6.2) MEETINGS

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Committee meetings must be held in accordance with Florida's Government in the Sunshine law. The committee chair shall ensure that all meetings are posted in the same manner as Board of Directors meetings, and are posted at least one (1) day prior to the committee meeting.

### (2.6.3) COMMITTEE REPORTS

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All Board committees are subject to the direction and control of the Board and a designated Board member serving on that committee will serve as chairman or appoint a chairman who will report directly to the Board in the public General Board meeting.

### (2.6.4) AUTHORITY

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The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual member thereof of any responsibility imposed on it, him, or her by law. Committee recommendations are not binding until and unless adopted by a majority vote of the Board of Directors in session, provided a quorum is present.

## (2.7) CONFLICT OF INTEREST POLICY

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The Board of Directors adopted a conflict of interest policy on January 24, 2013. This policy may be found in the **Appendix** hereto. The purpose of the conflict of interest policy is to protect the interest of the organization when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations generally and public charter schools specifically, nor is it meant to replace any contractual requirements of the school within its Charter Agreement with the Sponsor.

### (2.7.1) DEFINITIONS

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**Interested Person:** Any director, Head of Schools officer, owner, president, chairperson, governing board member, or member of a committee with governing board delegated powers and any superintendent, Head of Schools, other administrator, or any other person employed by the organization who has equivalent decision-making authority who has a direct or indirect financial interest, as defined below, is an interested person.

**Financial Interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which the organization has a transaction or arrangement,
- A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

**Family:** A “family” member means: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

**Compensation:** Compensation includes direct and indirect remuneration as well as loans, gifts, in-kind services, favors or anything of value. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists after full disclosure by such person.

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## (2.7.2) PROCEDURES

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### (2.7.2.1) DUTY TO DISCLOSE

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In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

### (2.7.2.2) DETERMINING WHETHER A CONFLICT OF INTEREST EXISTS

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After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

### (2.7.2.3) PROCEDURES FOR ADDRESSING THE CONFLICT OF INTEREST

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- An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- The chairperson of the governing board or committee may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- After exercising due diligence, the governing board or committee shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

- If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization's best interest, for its own benefit, and whether it is fair and reasonable.
- In conformity with the above determination, the organization shall make its decision as to whether to enter into the transaction or arrangement, EXCEPT if the interested person or his/her spouse or child (i.e., immediate family) has a direct material interest in a transaction involving the purchase, rent or leasing of any realty, goods or services, the organization is prohibited from entering into such transaction without subjecting the decision to competitive bidding.

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#### (2.7.2.4) VIOLATIONS OF THE CONFLICTS OF INTEREST POLICY

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- If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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#### (2.7.3) COMPENSATION

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- A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
- No governing board member or his/her spouse or minor child may either solicit or accept anything of value (including a gift, loan, reward, promise of future employment, favor, or service) that is based on any understanding that the vote, official action, or judgment of the governing board member would be influenced by such gift. Gifts from family are not prohibited, nor gifts associated primarily with the recipient's employment or business. Food or beverage consumed at a single sitting or event may be accepted.
- Board members may receive compensation for expenses spent on behalf of the Organization if such expenditures are approved within the Budget or by the Board of Directors. This includes travel to conferences, meetings, seminars and conventions related to charter schools or the Organization. The Directors shall follow the reimbursement processes described elsewhere within these policies.

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#### (2.7.4) NEPOTISM

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The organization is prohibited from appointing, employing or promoting a family member of an interested person unless otherwise permitted by law, specifically F.S. 1002.33(24), as amended from time to time.

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#### (2.7.5) ANNUAL STATEMENTS

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Each director, Head of Schools officer and member of a committee with governing Board delegated powers shall sign a statement upon becoming the member of the Board or applicable committee which affirms such person:

- Has received a copy of the conflict of interest policy,
- Has read and understands the policy,
- Has agreed to comply with the policy, and
- Understands the organization is (i) charitable and, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes and is (ii) a public charter school subject to applicable state and federal laws and regulations.

## (2.8) FINANCIAL INTEREST

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Members of the Board shall not receive any monetary compensation for their services nor shall they have any financial interest in the organization other than their own monetary donations to the organization.

## (2.9) BOARD'S ROLE AS EMPLOYER

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### (2.9.1) GENERAL GUIDANCE

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Although the Head of Schools is responsible for all faculty hiring and evaluations, the Board sets general guidelines for the qualifications of staff, terms of contracts, performance evaluation expectations, administrative grievance procedures, non-renewal and termination processes. The Head of Schools shall consult with the Board's Human Resources Committee and/or the Board prior to hiring faculty or staff or prior to the Head of Schools informing such applicant of a decision to hire.

### (2.9.2) HUMAN RESOURCES

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Most employment matters will be handled by the Head of Schools. On occasion, should the Head of Schools need additional advice or recommendations, the Head of Schools will consult with either the Board's Human Resources Committee, the Board, or an employment attorney approved by the Board.

## (3) EMPLOYMENT

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### (3.1) EQUAL OPPORTUNITY EMPLOYMENT

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The organization is an equal opportunity employer. The organization is committed to providing equal opportunity for all individuals in all areas of recruitment, selection, placement, training, assignment, transfer, compensation, benefits, discipline, retention, and promotion. The Board commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, age, sex, national origin or disability. All decisions with regard to employment shall be in compliance with applicable state and federal laws.

## (3.2) EMPLOYEE HANDBOOK

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The Board has adopted an Employee Handbook, as amended from time to time, that is available from the Head of Schools.

## (3.3) COMPENSATION AND BENEFITS

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### (3.3.1) SALARIED EMPLOYEES

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Instructional and administrative staff members shall be salaried employees. Salaries shall be made in accordance with schedules adopted by the Board of Directors of the School, individual employee contracts when applicable, and in accordance with state and federal law.

### (3.3.2) SUBSTITUTES

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The organization will utilize qualified substitutes for all employee groups. The Head of Schools or his/her designee will develop procedures for reporting absences, assigning substitutes and developing a substitute compensation plan approved by the Board.

Substitute teachers shall meet all legal requirements for substitute teachers. The rate of compensation shall be according to the annual school budget approved by the Board of Directors. Records shall be kept by the Head of Schools or designee concerning number of days taught by substitutes and the amount of funds expended. The Board of Directors shall be informed concerning this data at periodic intervals.

Staff members who require substitutes are responsible for making arrangements for substitutes themselves.

## (3.4) EMPLOYEE BEHAVIOR

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### (3.4.1) CONFIDENTIALITY

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Employees, volunteers, and board members are bound by ethical and legal codes to protect the confidentiality and privacy of our students and their families and to protect and maintain the confidentiality of all information related to them. Confidential communications include conversations, grades, progress, reports, forms, correspondence, and computer-generated communications with, about or involving in any way any students or their families.

### (3.4.2) PROFESSIONAL STANDARDS

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Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct do not meet organizational standards, the school will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and

performance. Therefore, employees should be aware that conduct which adversely affects or is otherwise detrimental to the interests of the school's other employees, students or parents may also result in disciplinary action.

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#### (3.4.3) DISCIPLINE PROCEDURE

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Except as set forth elsewhere in the School's policies, discharge for poor performance ordinarily will be preceded by an oral warning and a written warning.

The School reserves the right to proceed directly to a written warning for either misconduct or performance deficiency, or to terminate for misconduct without resort to prior disciplinary steps, when the Head of Schools deems such action appropriate.

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### (3.5) EMPLOYMENT AT WILL

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Nothing in this policy manual is intended to alter the at-will status of employment with the organization.

Without impacting the at-will nature of the employment relationship, the School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with the School's policy on Evaluation/Reviews.

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## (4) STUDENT POLICIES

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### (4.1) ADMISSION OF STUDENTS

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The School's admissions policies, as modified or amended from time to time, are published on the School's website as required by Florida law.

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### (4.2) ATTENDANCE

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Florida Statutes § 1003.21 mandates that all students are required to attend school, and sets forth specific requirements for the school. Parents and students can be held legally accountable for truancy. The School follows the Walton County Student Code of Conduct with respect to attendance policies, except as otherwise provided herein.

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### (4.3) STUDENT CODE OF CONDUCT

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Unless otherwise set forth within these organizational policies, the School will adhere to the Walton County School District's Student Code of Conduct. Copies of the Walton County School District's code of conduct and student handbook are available online at [www.walton.k12.fl.us](http://www.walton.k12.fl.us).

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### (4.4) ACADEMIC STANDARDS

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#### (4.4.1) GRADING POLICY

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The School follows the Walton County Pupil Progression Plan with respect to the School's grading system.

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(4.4.2) DUAL ENROLLMENT

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The School enters into a recurring Articulation Agreement with Northwest Florida State College consistent with the terms and conditions of the Charter. The Articulation Agreement controls the standards and procedures with regard to dual enrollment.

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(4.4.3) FLORIDA VIRTUAL SCHOOL

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Students whose academic needs require more than the course selections available within the organization will be allowed to enroll in courses through the Florida Virtual School or any similar approved program within the State.

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(4.5) ATHLETICS AND EXTRA-CURRICULAR ACTIVITIES

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The School's athletics policy is posted on the School's website and included in the **Appendix**. The foregoing policies shall be followed with respect to all extra-curricular activities unless otherwise provided by Florida law, as amended from time to time.

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(4.6) MEDICAL POLICIES

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(4.6.1) INOCULATIONS OF STUDENTS

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Students shall provide documentation of vaccines and inoculations as required by the Walton County School District.

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(4.6.2) ADMINISTERING MEDICATIONS

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The Board of Directors has adopted specific medical policies for students requiring administration of epinephrine and for students requiring insulin therapy for diabetes, as included in the **Appendix**. All other student medications shall be documented and administered in accordance with the Walton County School District policies.

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(4.6.3) STUDENTS WITH COMMUNICABLE ILLNESSES OR DISEASES

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A student shall not attend classes or other school-sponsored activities, if the student (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious illness or infectious disease, and (2) is liable to transmit the contagious or infectious disease, unless the Head of Schools or its designee has determined, based upon medical evidence, that the student:

1. No longer has the disease.
2. Is not in the contagious or infectious stage of an acute disease.
3. Has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

School officials may require any child suspected of having a contagious or infectious disease to be examined by a physician and may exclude the child from school, in accordance with the procedures authorized by this policy, so long as there is a substantial risk of transmission of the disease in the school environment.

For purposes of this section, head lice is considered an acute and contagious illness.

A student who has a chronic infectious disease, and who is permitted to attend school, may be required to do so under specified conditions. Failure to adhere to the conditions will result in the student being excluded from school. A student who has a chronic infectious disease and who is not permitted to attend school or participate in school activities will be provided instruction in an alternative educational setting in accordance with the organization's policy.

Students with acute or chronic contagious or infectious diseases and their families have a right to privacy and confidentiality. Only staff members who have a medical reason to know the identity and condition of such students will be informed. Willful or negligent disclosure of confidential information about a student's medical condition by staff members will be cause for disciplinary action.

The organization will implement reporting and disease outbreak control measures as necessary if a communicable disease seems to be spreading amongst the student body.

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#### (4.6.4) STUDENT PHYSICAL EXAMINATION

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The organization may require any student to be examined by a physician for the purpose of determining whether the student is afflicted with a contagious or infectious illness or disease or have the liability of transmitting the disease.

The organization may also require certification from a physician indicating a student's fitness to participate in specific educational programs or extra-class activities.

Refusal on the part of parent/guardian to obtain the required examination and to submit the certification indicating freedom from contagious or infectious illness or disease may result in student exclusion from school.

Students may be excused from engaging in required educational activities upon proper certification from a physician advising of student disability. Additionally, the School may require further communication from a physician that the student is fit to return to the School, unless otherwise prohibited by law.

All costs of physical or other examinations shall be at the expense of students unless state or federal law specifically mandates the examination to be the responsibility of the school.

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#### (4.7) GENERAL

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##### (4.7.1) RELEASING A STUDENT FROM SCHOOL

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The School is concerned about the safety of our students. Students will only be released to individuals who are their parents or legal guardians, unless we have received written permission from the parent or legal guardian to release the student to another adult. In the case of divorce

or separation of the parents, both parents shall have full rights until legal notification (court order) is provided to the school limiting the rights of either parent.

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(4.7.2) RELATIONS WITH LAW ENFORCEMENT AUTHORITIES

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It is the School's policy to cooperate fully with law enforcement agencies in promoting the welfare of students, staff and the community.

(4.7.2.1) CHILD ABUSE, MOLESTATION, NEGLECT

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The Board of Directors has adopted a child abuse reporting policy as contained in the **Appendix**. The School considers the welfare of students to be of paramount concern in its responsibilities. Therefore, all employees and volunteers are directed to take whatever action may be necessary as required by Florida Statutes to report instances of suspected child abuse, abandonment, or neglect.

(4.7.2.2) INTERVIEWS, INTERROGATIONS AND REMOVAL FROM SCHOOL BY LAW ENFORCEMENT

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Any interview, interrogation or removal of a student from school by law enforcement shall be in accordance with the Walton County School District's Student Code of Conduct.

(4.7.2.3) REPORTING VIOLENT BEHAVIOR

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The School follows Walton County School District policy with regard to reporting bullying or violent behavior.

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(4.7.4) DRESS CODE

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The School's dress code is published on its website. The School shall follow the Walton County Student Code of Conduct which provides discretion to the School in its implementation and enforcement of its dress code as may be amended from time to time.

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(4.7.7) TEXTBOOK POLICY

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Students will be issued books in some of their classes, which remain the property of the school. Textbooks include either the physical copy of the book itself, or digital media, or technology hardware (i.e. Chromebook). Any lost, stolen, or damaged books are the sole responsibility of the student to whom the textbook has been checked out. If something occurs to this property, the incident must be reported immediately. Students not returning textbooks or returning severely damaged textbooks or digital media will be required to make payment for the replacement or repair costs to the school.

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## (5) MANAGEMENT

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(5.1) SCHOOL RECORDS

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### (5.1.1) SECURITY OF STUDENT RECORDS

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All student information is considered confidential and will be maintained as such in compliance with all applicable laws and regulations. Such information shall be available to the parent or guardian or to the student himself who has attained the age of eighteen (18) years. Professionally competent personnel shall be available for interpreting any data with the student's cumulative folder. Copies of such contents shall also be made available to parents/students at cost, within the limitations of copying facilities.

The school may, without the consent of the student or his/her parents, release student records contained within the cumulative folder or any supplementary classifications to school officials who have a proper educational purpose in examining such information.

No other person may have access to or make copies of a student's records, except under the following circumstances:

- a. The consent must be given by the student's parent or guardian except when a student reaches the age of eighteen (18) or is married, at which time his consent and not that of his parents shall be obtained in order to release the information; and a student who meets the foregoing requirements shall consent to parental access to his records.
- b. The consent shall be written and shall specify the records to be released and to whom they are to be released. Each request for consent shall be handled separately; blanket permission for the release of information shall not be acceptable.
- c. Under compulsion of law: courts, law enforcement agencies, agencies subpoenaing such records.
- d. When data for outside purposes is released in such form that no individual student is identifiable.
- e. When the Head of Schools determines the release of specific information as described by the Family Education Rights and Privacy Act of 1974 is in the best interests of the student, provided such information has not been disallowed by the parents.

The parent or guardian, or an eighteen (18) year old or older student, shall have the right to challenge the accuracy and authenticity of data recorded within the student's cumulative folder. Any such data that is determined by the Head of Schools to be inaccurate shall be expunged from the record; and an appeal from the decision of the Head of Schools shall be made to the Board of Directors.

In each instance in which a student's record is transferred out of the organization, the school shall retain a complete copy of the student's academic record, together with all other confidential information and reports.

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### (5.1.2) UP-TO-DATE RECORDS

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It is the parent/legal guardian's responsibility to keep the school office informed and up to date regarding any changes of names, addresses, telephone numbers, email addresses, etc. so that important student information may be received from or provided to the parent/legal guardian in a timely manner for the benefit and well-being of the student.

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## (5.2) PUBLIC RECORDS REQUEST

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It is the policy of the School that all public records made or received in connection with the official business of the agency be made available upon request of any person for inspection, examination, and copying in accordance with applicable law and the following policy guidelines:

- All public records shall be available for inspection or copying under the supervision of the custodian (or designee) of the public records at reasonable times during normal office hour. All public records that are presently provided by law to be confidential or prohibited from being inspected by the public, whether by general or special law, are exempt from production.
- The Head of Schools may from time-to-time direct that public records requests be handled in a specific manner in order to ensure that the public record are protected, that requests are complied with as expeditiously as is reasonably possible given the nature and scope of the request, and that confidential and exempt records are not disclosed except as required by law. Such directives must not be used in any way to hinder, delay, or circumvent a person's right of access to the public records.
- The fact that the originator of a public record asks or directs that it remain confidential does not in fact make that document confidential. Such record is still subject to disclosure unless the law makes it confidential or exempt. Except in the case of student records, if a public record contains information that is confidential or exempt by law, a true and correct copy of the original record shall be made, the confidential or exempt portions of copy shall be redacted, and the redacted copy of the record shall be made available to the requesting party. In the case of student records, the entire record is confidential and exempt and shall not be disclosed except as required or permitted by applicable law.
- The requesting party need not demonstrate any special or legitimate interest in the requested public records. Requests for public records shall be complied with regardless of the motivation of the requesting party.
- No automatic waiting period shall be imposed. The only delay permitted is that which is reasonably necessary to allow the custodian to compile the requested records and protect against disclosure of those records or portions of records that are confidential and exempt. Exempt public records include the following:
  - A. Personally identifiable records of students pursuant to Florida Statutes and the federal Family Educational Rights and Privacy Act (FERPA);
  - B. Portions of personnel records pursuant to Florida Statutes;
  - C. All work products developed in preparation for collective bargaining pursuant to Florida Statutes;
  - D. Appraisals, offers, and counter offers relating to purchase of real property pursuant to Florida Statutes;
  - E. Legal records prepared by an attorney exclusively for civil or criminal litigation pursuant to Florida Statutes and litigation files regarding employees while the case is active;
  - F. A complaint of misconduct filed with the District against a District employee and information obtained in the investigation until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding;
  - G. Data processing software obtained under a licensing agreement which prevents its disclosure and data processing software designated by the School as "sensitive"

pursuant to Florida Statutes;

- H. Sealed responses to request for bids or proposals, until such time as they are publicly opened pursuant to Florida Statutes;
  - I. Personally identifiable records of dependent children of former or current employees who are insured by a District group insurance plan; and
  - J. Employee and student health and medical records as prescribed by Florida Statutes and P.L. 104-191, Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Public records made or received by a third party pursuant to a contract or agreement with the agency shall be subject to disclosure to the same extent as public records in the physical custody of the agency.
  - If a public records request is insufficient to identify the records sought, the requestor shall be promptly notified that more information is needed in order to produce the records. The agency shall offer reasonable assistance to the requestor in describing the nature and extent of such information.
  - The maximum cost of duplication prescribed by law shall be charged and collected before and as a condition to production, provided such fees and charges are consistent with Florida Statute 119.07 (2016). The requesting party shall be advised of these costs in advance of the duplication of the requested records.
  - In the absence of a statutory exemption, all public records requested shall be produced regardless of the number of records involved or the time and inconvenience associated with the production.
  - Definitions:
    - **Public Records:** The term public records includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency. Public records encompass all materials used to perpetuate, communicate, or formalize knowledge, regardless of whether they are in final form.
    - **Public Records Request:** The term public records request means a request by any person, whether written or verbal, for inspection, examination, or copying of public records.
    - **Request for Information:** A request for information, as distinguished from a public records request, is one in which the requested information does not already exist in public record form.

### (5.3) EMERGENCY PROCEDURES

---

The School will comply with applicable Florida law with respect to emergency procedures. The School adopted the Active Assailant Response Policy on September 19, 2019, said policy being included in the **Appendix**.

### (5.4) COMPLAINT PROCESS

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Although no member of the school community shall be denied the right to petition the Board for redress of a grievance, complaints are to be referred through the proper administrative

channels for solution before investigation or action by the Board. Exceptions are complaints that concern Board actions or Board operations only, which shall be directed to the Board's Chairman.

The proper channel of complaints involving instruction, discipline, or learning materials is as follows:

1. Teachers
2. Head of Schools
3. Designated Parent Liaison
4. Board of Directors

Any complaint about school personnel will be investigated by the School's administration before consideration and action by the Board of Directors. Community members are encouraged to first address their concerns with the person they have a concern with before escalating the issue into a formal complaint.

A parent or guardian wishing to invoke the complaint procedure shall make a written request for a conference with the appropriate party listed above detailing the grievance. Alternatively, the complainant may detail the grievance in a memorandum addressed to the appropriate party. A complaint against a teacher shall be made to the Head of Schools after the complainant has attempted to redress his/her concern with the teacher. If a complaint is being made against the Head of Schools, the complaint should be submitted to the Designated Parent Liaison or the Chairman of the Board of Directors after the complainant has attempted to redress his/her concern with the Head of Schools. Any parent or guardian making an official complaint is encouraged to contact the Designated Parent Liaison prior to any member of the Board.

The Head of Schools, Parent Liaison or Board Chairman, as applicable, shall acknowledge receipt of the complaint within two (2) business days, indicating the anticipated amount of time to investigate the matter, which shall be no more than 14 school days.

The Head of Schools, Parent Liaison or Board Chair, as applicable, shall initiate or cause to be initiated an adequate, reliable and impartial investigation and grant a conference with the complainant unless the parties mutually agree that the matter can be handled adequately through email communication or by telephone.

## (6) FISCAL AND OPERATIONAL MANAGEMENT

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### (6.1) GENERAL OFFICE PROCEDURES

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#### (6.1.1) HANDLING OF MAIL

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The office manager, or designee, will be responsible for checking the mailbox on a daily basis and receiving all incoming mail. All incoming mail will be date stamped before distribution.

A copy of all outgoing correspondence will be maintained in the appropriate office file.

#### (6.1.2) PROPERTY AND SUPPLIES

---

Office equipment and supplies are to be used for official business only. All property and supplies should be stored in a secure location.

The clerical support staff will maintain an inventory of basic office supplies used. Request for supplies should be submitted to the office manager for approval through the Head of Schools.

---

### (6.1.3) PURCHASING

---

All office supplies must be ordered through the Head of Schools or designee. The Board of Directors has adopted a policy for acquisitions, leases, and contracts for items \$10,000.00 or greater, which is included in the **Appendix**. Once a purchase has been approved, the purchase requisition is executed. If the vendor requires a purchase order, the bookkeeper will prepare the purchase order as needed to include the following:

- Date
- Purchase order numbers
- Vendor Name
- Vendor Telephone Number
- General Description
- Amount (Estimated)
- Preparer's Signature and Date

---

## (6.2) ACCOUNTING PROCESSES

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### (6.2.1) CHECK SIGNING AUTHORITY

---

A limited number of employees and board officers will be authorized to sign checks, and there shall be no fewer than two individuals at all times.

---

#### (6.2.1.1) AUTHORIZED CHECK SIGNERS

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Authorized check signers must be approved in writing and require Board of Directors authorization. The Head of Schools will have check signing authority. Additional individuals with or without dollar limitations may be authorized as necessary.

The Chairman may revoke check-signing authority. Any person who is no longer entitled to sign charter school checks will be notified in writing. The Treasurer will oversee the proper notification of the charter school's financial institutions whenever authorized signature changes are made.

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### (6.2.2) FINANCIAL REPORTING

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The School shall comply with all provisions of the Charter, Florida Statutes and the Florida Administrative Code, in order to allocate incoming funds and providing the required annual financial reports to each entity.



## APPENDIX

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This Appendix contains the governing documents and policies formally adopted by the School's Board of Directors, which are subject to change.

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### GOVERNING DOCUMENTS

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Articles of Incorporation .....	24
Bylaws .....	33
Charter .....	38

---

### POLICIES

---

Acquisition Policy .....	74
Active Assailant Policy .....	75
Applications and Admissions Policy .....	76
Athletics Policy .....	85
Child Abuse Reporting Policy .....	86
Code of Ethics .....	90
Conflict of Interest Policy .....	92
Donor Bill of Rights .....	100
Facilities Use Policy .....	101
Google Apps Acceptable Use Policy .....	104
Medical Policy – Diabetes .....	106
Medical Policy – Epinephrine .....	115
Naming Policy .....	117
Transportation Policy .....	TBD 2020-2021
Whistleblower Policy .....	118



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

**August 30, 1996**

**Robert Boyd**  
**106 E. College Ave., Suite 900**  
**Tallahassee, FL 32301**

**Re: Document Number N9400000732**

**The Restated Articles of Incorporation for THE SEASIDE SCHOOL, INC., a Florida corporation, were filed on August 26, 1996.**

**Should you have any questions concerning this matter, please telephone (904) 487-6050, the Amendment Filing Section.**

**Susan Payne**  
**Senior Corporate Section Administrator**  
**Division of Corporations**

**Letter Number: 396A00040996**

**Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314**

**RESTATED ARTICLES OF INCORPORATION**

**OF**

**THE SEASIDE SCHOOL, INC.  
(a Florida not for profit corporation)**

**FILED**

**96 AUG 26 PM 12: 40**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

The undersigned, acting as incorporator for a not-for-profit corporation, under the applicable Florida Statutes, hereby adopts the following Restated Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the corporation shall be ~~THE~~ Seaside School, Inc. (the "Corporation").

**ARTICLE II**

**PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The address of the principal office of the Corporation shall be County Road 30-A, Santa Rosa Beach, Florida 32459, and the mailing address of the Corporation shall be Post Office Box 4610, Santa Rosa Beach, Florida 32459.

**ARTICLE III**

**POWERS**

The Corporation shall have all statutory powers granted to not for profit corporations by the State of Florida, including, but not limited to, the power to contract,

sue and be sued, to purchase and hold real and personal property and to perform all other lawful acts necessary for the accomplishment of the purpose set forth in these Restated Articles of Incorporation.

#### **ARTICLE IV**

##### **PURPOSE**

The Corporation is organized exclusively for charitable, religious, educational, literary and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or comparable provisions of subsequent legislations (the "Code"). In furtherance of the foregoing, but not byway of limitation, it shall be the purpose of the Corporation to provide for the establishment and operation of an educational institution in Santa Rosa Beach, Florida.

Notwithstanding any other provision of these Articles, the Corporation will not carry on any activities not permitted to be conducted or carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Code or by any organization contributions to which are deductible under Section 170 (c)(2) of the Code.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any director or officer of the Corporation or any other private individual except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes, and no director or officer of the Corporation, or any other private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation; provided, however, the Corporation may confer benefits in the forms of distributions, in dissolution or otherwise,

upon any not-for-profit corporation described in Section 501(c)(3) and Section 170 (c)(2) of the Code. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publication or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

#### ARTICLE V

#### BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors. The method of election of Directors shall be as determined by the Bylaws of the Corporation. The Board of Directors shall have such power as may be granted them according to the Bylaws of the Corporation and laws of the State of Florida.

The Board of Directors consists of the following six (6) individuals:

**Billy Buzzett, President, County Road 30-A, Santa Rosa Beach, FL 32459**

**Ken Scoggins, VicePresident, 51 Holley, Seagrove Beach, FL 32459**

**Melissa Breaux, Secretary, , 159 Grayton Trails Road, Santa Rosa Beach, FL**

**Melissa Davis, Treasurer, County Road 30-A, Santa Rosa Beach, FL 32459**

**Rosemary Williams, 2423 Highway 30-A, Santa Rosa Beach, FL 32459**

**Gus Andrews, County Road 30-A, Santa Rosa Beach, FL 32459**

**ARTICLE VI**

**ORGANIZATION**

The officers of the Corporation shall be: The President, Vice-President, Secretary, and Treasurer, and shall be elected by the Board of Directors.

The Corporation shall not be operated for pecuniary gain or profit. No part of the property of the Corporation and no part of its net earnings shall go to the benefit of any Director or other private individual except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes. The Corporation shall never be authorized to engage in any activity contrary to the purposes for which the Corporation is organized.

**ARTICLE VII**

**BYLAWS**

The bylaws of the Corporation may be adopted, altered or rescinded only in such manner as said bylaws provide.

**ARTICLE VIII**

**DISSOLUTION**

Upon the dissolution of the Corporation, all of its assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c)(3) of the Code, or shall be distributed to the federal government, or to a state or to a state or local government, for a public purpose. Any such assets not so disposed shall be disposed of by the Court of Common Pleas of the county in which the principal office of the

Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**ARTICLE IX**

**INCORPORATORS**

The names and addresses of the incorporators of these Restated Articles are:

Names:

Addresses:

Robert J. Boyd

Boyd Law Firm, P.A.  
106 East College Avenue, #900  
Tallahassee, Florida 32301

**ARTICLE X**

**EXISTENCE**

The Corporation is to exist until the corporation may be dissolved according to law.

**ARTICLE XI**

**REGISTERED AGENT**

The name and address of the registered office and registered agent is William L. Boyd, IV, of the Boyd Law Firm, P.A., 106 East College Avenue, Suite 900, Tallahassee, Florida 32301.

**ARTICLE XII**

**AMENDMENTS TO ARTICLES OF INCORPORATION**

The Articles of Corporation may be amended at any regular or special meeting of the Board of Directors by a two-thirds vote of the Board of Directors provided, however, that any such proposed amendment or amendments be first mailed to each member of the Board of Directors at least thirty (30) days prior to such regular or special meeting.

**ARTICLE XIII**

**SPECIAL PROVISIONS**

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, nonfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which Director or officer may be entitled.

The Board of Directors certify that this Restatement of Articles was adopted by the Board of Directors and does not contain any amendments requiring member approval.



IN WITNESS WHEREOF, the undersigned Incorporator has executed these Restated Articles of Incorporation this 26<sup>th</sup> day of August, 1996.

Robert J. Boyd  
Robert J. Boyd, Esquire  
Incorporator

STATE OF FLORIDA

COUNTY OF LEON

Subscribed and sworn to before me by Robert J. Boyd  
on this 26<sup>th</sup> day of August, 1996.



JOSEPHINE R. RUGGIERO  
MY COMMISSION # CC459283 EXPIRES  
May 4, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

Josephine R. Ruggiero  
Notary Public

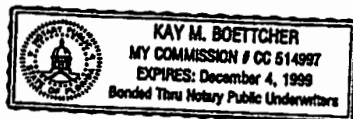
IN WITNESS WHEREOF, the undersigned President has executed these Restated Articles of Incorporation this 19 day of August, 1996.

Billy Buzzett  
Billy Buzzett

STATE OF FLORIDA

COUNTY OF WALTON

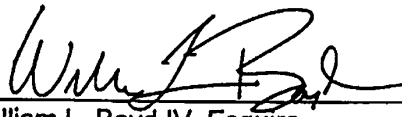
Subscribed and sworn to before me by William A. Buzzett  
on this 19 day of August, 1996.



Kay M. Boettcher  
Notary Public

Having been named as Registered Agent for the above-stated Corporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties and I accept the duties and obligations of Section 607.0505, Florida Statutes (1994).

Dated: August 13, 1996

  
\_\_\_\_\_  
William L. Boyd IV, Esquire  
Registered Agent

**BYLAWS  
FOR  
THE SEASIDE SCHOOL, INC.  
(A Not-For-Profit Corporation)**

**SECTION I  
NAME, ADDRESS, PURPOSE AND LIMITATIONS**

**Name:** The name of the corporation is the “The Seaside School, Inc.”, hereinafter referred to as the “Corporation.” The street address of the Corporation’s principal office is 10 Smolian Circle, Seaside, FL 32459. The Corporation is named for, and located within, the community known as Seaside, in Walton County Florida. Its use of the name Seaside is with the permission of the community’s developer, Seaside Community Development Corporation.

**Purpose:** The Corporation has been organized exclusively for charitable, educational, literary and scientific purposes within the meaning of Section 501 (C) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Code.

**Limitations:** The following are limitations on the activities, purposes and organization of the Corporation:

- a. The Corporation is not organized for and is not to be operated for pecuniary gain or profit.
- b. No part of the property of the Corporation and no part of its income or earnings are to accrue to the benefit of any Director or other private individual.
- c. The Corporation is prohibited from engaging in any activity contrary to the purposes for which the Corporation is organized.

**SECTION II  
MEMBERSHIP TO BOARD OF DIRECTORS**

**A. (i) Qualifications:** Qualifications for general membership shall be as determined from time to time by the Board of Directors, it being the intent to open membership as much as reasonably possible to those who support the goals and objectives of the Corporation.

**(ii) Eligibility:** Any eligible person may become a member of the Corporation in the manner and form prescribed by the Board of Directors. The Board of Directors shall have the right to refuse any application for any person for any reason which to them shall seem sufficient, provided that such refusal be by a majority vote of the Board of Directors present at any meeting of the Board of Directors at which there shall be a quorum present. Notwithstanding the foregoing, the Board of Directors shall not have the right to refuse any application for any person based on a reason relating to discrimination.

( **(iii) Termination:** If any member of the Corporation shall at any time be guilty of an act malicious or detrimental to the Corporation or the purposes for which it is formed, such person shall be notified and given the opportunity to present his/her case before the Board of Directors at a designated time not less than thirty (30) days after such notification. By a majority vote of the Board of Directors present at the meeting, provided there shall be a quorum present, the membership of such person in the Corporation may be terminated.

**B. Nominating Committee:**

- (i.) There shall be a nominating committee composed of four (4) members of the Board of Directors of the Corporation.
- (ii.) The nominating committee shall be appointed by the Chairman.
- (iii.) The nominating committee shall present the slate of appropriate nominees for all vacancies to be filled at the Corporation's May meeting.
- (iv.) Following the report from the nominating committee, an opportunity shall be given to make nominations from the floor.
- (v.) The nominees who receive the majority of the votes will be elected to fill the vacancies.

( **C. Vacancy:** Any vacancy occurring in the Board of Directors shall be filled by using the above process by a majority vote of the Board of Directors present at any meeting of the Board of Directors at which there shall be a quorum present. The nominating committee shall be selected as soon as practical after such vacancy occurs.

**D. Conflict of Interest:** Any member of the Board of Directors who has a conflict of interest with an issue facing the Corporation shall state the conflict of interest and ask to be excused from discussion and/or voting with a motion. Any member of the Board of Directors shall not employ any contract employee of the school.

### SECTION III COMPOSITION OF BOARD OF DIRECTORS

**Number:** The Board shall be composed of not less than eight (8) Directors or more than twelve (12) Directors. Beginning on July 1, 2013, the size of the Board may grow by one on July 1 each year so that by July 1, 2015, the Board shall be composed of not less than eleven (11) Directors or more than fifteen (15) Directors. The number of Directors shall be determined from time to time by the Board.

**Term:** Each Director shall serve for a period of three (3) years. The Board of Directors may initially designate some terms of one (1) or two (2) years to permit staggered terms. The nominating committee shall have the option to submit the name of an existing board member for an additional term or terms.

( **Requirement to Attend Meetings:** If any Director fails to attend three (3) consecutive meetings without sufficient cause (as determined by the Chairman), the Director shall be

requested to give explanation. If excessive absences, whether or not consecutive, continue without satisfactory cause, then the Chairman at his discretion may declare the position vacant. If a member of the Board of Directors is unable to attend a Board of Directors' meeting, the member should give notice to the Corporation's principal office.

#### **SECTION IV OPERATION OF BOARD OF DIRECTORS**

**Meetings:** The Board of Directors shall hold a minimum of six (6) regular meetings in each calendar year on such dates as may be called by the Chairman or by a majority of the voting members of the Board of Directors. Reasonable notice of time and location of the meeting shall be given to all members of the Board. The fiscal year of the Corporation shall be the school year. Special meetings may be called by the Chairman or as otherwise provided by these Bylaws.

**Jurisdiction:** The Board of Directors shall have control and jurisdiction over the affairs and property of the Corporation, subject to the Articles of Incorporation and these Bylaws. Subject to the Articles of Incorporation, the laws of the State of Florida and the United States of America, the Board of Directors is authorized to adopt such policies, rules and regulations as may be necessary and appropriate to implement the provisions of these Bylaws to achieve the purpose and goals of the Corporation. The Board of Directors is authorized to take such other action as may be required by the laws of the State of Florida and the United States of America; or as may be directed by a court of competent jurisdiction. It shall be the duty of the Board of Directors to evaluate the progress of the Corporation and to ensure that the policies, rules and regulations of the Corporation are properly implemented.

**Quorum:** A majority of the members of the Board present at a meeting shall constitute a quorum for the transaction of business. If a quorum is not achieved and a majority of the Directors present declare an emergency, then Directors reached by telephone conference may be counted toward a quorum and may act upon any matter presented to the Board. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors except where otherwise specifically provided by statutes or by these Bylaws.

#### **SECTION V OFFICERS**

**Selection:** The officers described in this section shall be elected by majority vote by a duly constituted quorum of the Board of Directors. All officers must be members of the Board of Directors. A Director may serve as more than one (1) officer.

**Composition:** The officers of the Corporation shall be elected from and by the Board of Directors and shall include the following positions at a minimum: Chairman of the Board, Vice Chairman, Secretary and Treasurer. The terms of office of these officer positions shall be for a minimum of one (1) year.

**Chairman:** The Chairman of the Board of Directors shall preside over the meetings of the Board of Directors and of the membership. He/she shall see that all rules and regulations are strictly enforced, shall count the votes on all matters and shall have general supervision of the affairs of the Corporation. The Chairman may, at any time in the interest of the Corporation, appoint a special committee or call a special meeting. During a recess of the Board of Directors, the Chairman shall have general control and management of the business and affairs of the Corporation.

**Vacancy:** Any vacancy occurring in the officers may be filled by a majority vote of the Board of Directors present at any meeting of the Board of Directors, at which there shall be a quorum present.

## SECTION VI INDEMNIFICATION

**Generally:** To the extent permitted by law, the Corporation shall indemnify its past or present Directors, and their heirs, executors and administrators, against any and all expenses actually and necessarily incurred by them in the defense or settlement of any actual or threatened action, suit or proceeding in which they, or any of them, are made a party, by reason of their being or having been a Director or officer of the Corporation.

**Insurance:** The Corporation shall purchase and maintain a Director and Officer Liability Policy insuring the Corporation and its individual Directors and Officers against the costs of defending a claim or paying a settlement or decision.

**Non-exclusive:** The right of the Director to indemnification by the Corporation shall be in addition to, and not exclusive of, all other rights of indemnification to which he/she otherwise may be entitled, including any rights to indemnification under the terms of the Director and Officer Liability Policy.

**Committee Members:** To the extent that insurance is reasonably available, the Corporation shall extend the same indemnification provided in this Section VI to non-Director committee members.

## SECTION VII GENERAL

**Quorum:** A majority of the members of the Board of Directors shall constitute a quorum for Board of Directors' meetings.

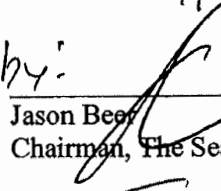
**Gender:** The masculine gender is used for convenience and is intended to include feminine gender as well.

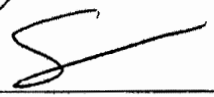


**Conduct of Meetings:** All meetings of the Board of Directors shall be conducted according to the most current edition of Robert's Rules of Order, to the extent consistent with the Articles of Incorporation and the Bylaws.

**Amendment:** These Bylaws may be amended, altered or rescinded by a vote of two-thirds of the Directors present at a meeting at which a thirty (30) day written notice of the purpose has been given and a quorum is present.

The undersigned hereby certifies that these Bylaws were approved and adopted by the Board of Directors on 9/25, 2018.

by:   
\_\_\_\_\_  
Jason Beer  
Chairman, The Seaside Neighborhood School, Inc.

  
\_\_\_\_\_  
Cameron Strayhan  
Secretary, The Seaside Neighborhood School, Inc.

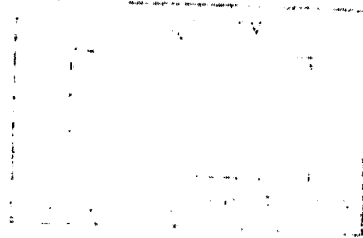
Original Document Prepared 1994;  
Revised 1996;  
Revised 1999;  
Revised 2006;  
Revised August 2014.

*cat*

**AGENDA SUBMISSION FORM  
SCHOOL DISTRICT OF WALTON COUNTY, FLORIDA  
WALTON COUNTY SCHOOL BOARD**

<b>MEETING DATE:</b> <input style="width: 100%;" type="text" value="June 3, 2014"/>	<b>AGENDA ITEM NUMBER:</b> <input style="width: 100%;" type="text" value="5.01(a) Action Agenda"/>		
<b>TITLE:</b> <input style="width: 100%;" type="text" value="Renewal of Seaside Neighborhood School Charter Contract"/>			
<b>REQUESTED ACTION:</b> <input style="width: 100%;" type="text" value="Please approve the renewal of the Seaside Neighborhood School Charter Contract that will extend from 2014 until 2020."/>			
<b>SUMMARY EXPLANATION AND BACKGROUND:</b> <input style="width: 100%; height: 60px;" type="text" value="This contract will renew the Board's contract with Seaside Neighborhood School for a period of 15 years (August 2014-August 2029). The 15 year renewal is authorized by their status as a high-performing charter school. This contract update reflects the current statutes that relate to charter schools."/>			
<b>EXHIBITS ATTACHED:</b> 1. Instructional Program Impact Statement: <input style="width: 100%;" type="text" value="Programs and responsibilities will be shared as required and as practical"/> 2. Staffing Impact Statement: <input style="width: 100%;" type="text" value="No significant impact anticipated"/> 3. Financial Impact Statement: <input style="width: 100%;" type="text" value="See NOTE 1 below."/>			
<b>NOTE 1:</b> Student enrollment changes as Seaside expands to cover all grade levels. The WCSD will continue to maintain 2% of Seaside's earned FTE funding for administrative fees.			
<b>PREPARED BY:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input style="width: 100%;" type="text" value="David Jeselnik (with input from all relevant parties)"/> </td> <td style="width: 50%; border: none;"> <input style="width: 100%;" type="text" value="Kay Dailey"/> </td> </tr> </table>		<input style="width: 100%;" type="text" value="David Jeselnik (with input from all relevant parties)"/>	<input style="width: 100%;" type="text" value="Kay Dailey"/>
<input style="width: 100%;" type="text" value="David Jeselnik (with input from all relevant parties)"/>	<input style="width: 100%;" type="text" value="Kay Dailey"/>		
<b>BOARD ACTION:</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Other (specify) _____	<b>SOURCE OF ADDITIONAL INFORMATION:</b> Name: <input style="width: 100%;" type="text" value="SB meeting date: 6/3/2014"/> Phone: <input style="width: 100%;" type="text" value="Please provide a signed copy, by All parties, to my office as soon as possible. I must have on file a completed contract for auditing purposes. Thank You, Laura"/>		
(For use of official Board Record's office only)			





**SEASIDE SCHOOL, INC.**

**AND**

**WALTON COUNTY SCHOOL DISTRICT**

**RENEWED CHARTER**

Seaside School, Inc.  
5/14/2014

## School Board of Walton County, Florida Charter School Contract

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### TABLE OF CONTENTS

- I. General Provisions .....2
  - A. Term of RENEWED Charter .....2
  - A. Non-Renewal OR Termination .....3
- II. Academic Accountability/Annual Reporting .....5
  - A. Student Performance and Academic Accountability.....5
  - B. Student Promotion .....7
  - C. Data Access and Use Pursuant to Statute.....7
- III. Students .....8
  - A. Eligible Students .....8
  - B. Grades Served .....9
  - C. Class Size .....9
  - D. Annual Projected Enrollment.....9
  - E. Annual Capacity Determination .....9
  - F. Admissions and Enrollment Plan.....10
  - G. Maintenance of Student Records as Required by Florida Statutes .....12
  - H. Exceptional Student Education .....12
  - I. Dismissal Policies and Procedures.....14
- IV. Financial Accountability .....15
  - A. Revenue .....15
  - B. Administrative Services .....17
  - C. Administrative Fee .....18
  - D. Restriction on Charging Tuition.....19
  - E. Budget .....19
  - F. Financial Records, Reports and Monitoring.....19
- V. Facilities .....20
  - A. Facilities .....20
- VI. Transportation.....21
  - A. Transportation .....21
- VII. Insurance & Indemnification .....21
  - A. Insurance and Indemnification .....21
  - B. Evidence of Insurance.....23
  - C. Minimum Limits .....23
  - D. Commercial General Liability Insurance .....24
  - E. Automobile Liability Insurance .....24
  - F. Workers’ Compensation/Employers’ Liability .....25
  - G. School Leader’s Errors and Omissions Insurance.....25
  - H. Property Insurance .....26
  - I. Applicable to all Coverage .....26

- VIII. Governance .....26
  - A. Public or Private Employer.....26
  - B. Governing Board Responsibilities [pursuant to statute] .....27
  - C. Public Records .....28
  - D. Reasonable Notice.....28
  - E. Identification of Governing Board Members .....28
  - F. Statutory Requirements .....28
- IX. Human Resources.....28
  - A. Employment.....28
  - B. Sponsor training of School’s employees.....30
- X. Miscellaneous Provisions .....30

**THE SCHOOL BOARD OF WALTON COUNTY, FLORIDA  
SEASIDE SCHOOL RENEWED CHARTER**

This renewed Charter is entered into as of the 3<sup>rd</sup> day of June 2014 between the School Board of Walton County, Florida, herein referred to as the "Sponsor", and The Seaside School, Inc., a nonprofit organization, organized under the Laws of the State of Florida, herein referred to as the "School".

The original Charter was amended under section 1002.331, Florida Statutes, as a High-performing Charter School.—

The mission of the School is to create and sustain an educational community where an emphasis on academic excellence is complimented by a concern for each learner's personal growth and intellectual, aesthetic, and psychological development. The School shall be a kindergarten through twelfth grade school serving students who reside in the Sponsor's district.

The focus of the curriculum in the School will be developmentally responsive to each student's academic need. The curriculum will be performance based in keeping with Florida's Standards as well as:

- Challenging:** actively engaging each student in learning skills in context rather than in "covering material"
- Integrative:** helping students connect school experiences to their daily lives
- Exploratory:** enabling students to discover their particular abilities, interests, etc., and ways they can make contributions to society

Through an interdisciplinary curriculum approach results rather than process will be emphasized. Teachers will link subject matter thematically or through specially designed projects and/or projects. Teachers will team with community faculty who has special knowledge or expertise in helping students see the connectedness of what they are learning. Core curriculum areas include Language Arts; Mathematics; Science; Social Studies; Life Skills; Health, Safety and Fitness; and Computer Science.

**Amendments made to the 1999 Charter and under the Charter School High Performance Charter Schools Status:**

- February 6, 2006: Private to Public Employer
- April 16, 2013: Added 10th grade
- February 18, 2014: Added 5<sup>th</sup> grade at the Seaside Campus and 11<sup>th</sup> grade at the Seacoast Campus under a dual enrollment/collegiate program.

It is the intent of the parties that this Charter shall constitute the School's renewed Charter. The parties hereby agree to the following provisions:

3rd day of June 2023

**I. GENERAL PROVISIONS**

**A. TERM OF RENEWED CHARTER**

- 1) **Effective Date-August 13, 2014-**This renewed Charter shall become effective as of the date first above written upon signing by both parties, and shall cover fifteen (15) years commencing on August 13, 2014, and ending on August 12, 2029. This Charter is subject to annual review and may be terminated as hereinafter provided.
- 2) **Charter Renewal-**This Charter may be renewed for up to an additional fifteen (15) years by mutual agreement of the parties and upon the terms and conditions established by section 1002.33, Florida Statutes, for such renewal.

**Section 1002.33(7)19(b)1, Florida Statutes:**

The Charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. In order to facilitate long-term financing for School construction, Schools operating for a minimum of 3 years and demonstrating exemplary academic programming and fiscal management are eligible for a 15-year Charter renewal. Such long-term Charter is subject to annual review and may be terminated during the term of the Charter.

**Section 1002.33(7)19(b)2, Florida Statutes,** the 15-year Charter renewal that may be granted pursuant to subparagraph, shall be granted to the School that has received a school grade of "A" or "B" pursuant to section 1008.34, Florida Statutes, in 3 of the past 4 years and is not in a state of financial emergency or deficit position as defined by this section. Such long-term Charter is subject to annual review and may be terminated during the term of the Charter pursuant to subsection (8).

**Section 1002.331(2)(a)-(e), Florida Statutes,** a high-performing Charter School is authorized to:

- (a) Increase its student enrollment once per school year to more than the capacity identified in the charter, but student enrollment may not exceed the current facility capacity.
- (b) Expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limit established in paragraph (a).
- (c) Submit a quarterly, rather than a monthly, financial statement to the sponsor pursuant to section 1002.33(9)(g), Florida Statutes.
- (d) Consolidate under a single charter the charters of multiple high-performing charter schools operated in the same school district by the charter schools' governing board regardless of the renewal cycle.

(e) Receive a modification of its charter to a term of 15 years or a 15-year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school. The charter must be consistent with section 1002.33(7)(a)19 and (10)(h) and (i), Florida Statutes, is subject to annual review by the sponsor, and may be terminated during its term pursuant to section 1002.33(8), Florida Statutes.

**A. NON-RENEWAL OR TERMINATION**

**Pursuant to section 1002.33(8)(a-g), Florida Statutes**

- 1) **Non-Renewal provision:** The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate the Charter. The Sponsor may also choose not to renew or may terminate the Charter for any of the following grounds: a) failure to participate in the state's education accountability system created in section 1008.31, Florida Statutes, as required in this section or failure to meet the requirements for student performance stated in the Charter; b) failure to meet generally accepted standards of fiscal management; c) violation of law; d) other good cause shown.
- 2) **Ninety (90) Day Termination:** At least 90 days prior to renewing or terminating a Charter, the Sponsor shall notify the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within 14 calendar days after receiving the notice, request a hearing. The hearing shall be conducted at the Sponsor's election in accordance with one of the following procedures:
  - a. **A direct hearing conducted by the Sponsor** within 60 days after receipt of the request for a hearing. The hearing shall be conducted in accordance with section 120.569 and section 120.57, Florida Statutes, the Sponsor shall decide upon nonrenewal or termination by a majority vote. The Sponsor's decision shall be a final order; or
  - b. **A hearing conducted by an administrative law judge** assigned by the Division of Administrative Hearings. The hearing shall be conducted within 60 days after receipt of the request for a hearing and in accordance with chapter 120. The administrative law judge's recommended order shall be submitted to the Sponsor. A majority vote by the Sponsor shall be required to adopt or modify the administrative law judge's recommended order. The Sponsor shall issue a final order.
  - c. **The final order shall state the specific reasons for the Sponsor's decision.** The Sponsor shall provide its final order to the School and the Department of Education no later than 10 calendar days after its issuance. The School may, within 30 calendar days after receiving the Sponsor's final order, appeal the decision pursuant to section 120.68, Florida Statutes.
- 3) **Immediate Termination:** The Charter may be terminated immediately if the Sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the School's students exists.



- a. **Notice of Planned Immediate Termination:** The Sponsor's determination is subject to the procedures set forth in paragraphs (b) and (c), except that the hearing may take place after the Charter has been terminated. The Sponsor shall notify in writing the department if the Charter is terminated immediately. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate.
  - b. **Hearing Process:** Upon receiving written notice from the Sponsor, the School has 10 calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within 60 days after the date of request.
  - c. **District Operation of School Pending Appeal:** The Sponsor shall assume operation of the School throughout the pendency of the hearing under paragraphs (b) and (c) unless the continued operation of the School would materially threaten the health, safety, or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal.
- 4) **Post Termination provisions:**
- a. **Financial & Operational Records upon Termination or Expiration:** If the Charter is not renewed or is terminated, the School shall be dissolved under the provisions of law under which the School was organized, and any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the School shall revert to the Sponsor. Capital outlay funds provided pursuant to section 1013.62. Florida Statutes and federal charter school program grant funds that are unencumbered shall revert to the department to be redistributed among eligible charter schools.
  - b. **Property/Assets:** In the event the Charter is dissolved or is otherwise terminated, all the School's property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor's property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsors request, until any appeal status is resolved.
  - c. **Debts Upon Non-Renewal:** Pursuant to section 1002.33(8)(g), Florida Statutes, if the Charter is not renewed or is terminated, the School is responsible for all debts of the School. The Sponsor may not assume the debt from any School made between the School and a third party, except for a debt that is previously detailed and agreed upon in writing by both the Sponsor and the School and that may not reasonably be assumed to have been satisfied by the district.
  - d. **If a Charter is not renewed or is terminated,** a student who attended the School may apply to, and shall be enrolled in, another public school. Normal application deadlines shall be disregarded under such circumstances.



## II. ACADEMIC ACCOUNTABILITY/ANNUAL REPORTING

### A. STUDENT PERFORMANCE AND ACADEMIC ACCOUNTABILITY

A School shall be accountable to its Sponsor for performance as provided in section 1002.33(7), Florida Statutes.

- 1) The School agrees to implement its educational and related programs as specified in the School's application, setting forth the school's curriculum, the instructional methods, and any distinctive instructional techniques to be used. The School further agrees that its programs and operations shall be nonsectarian. The Sponsor shall monitor and review the School in its progress toward the goals established in the Charter, section 1002.33(5)(b), Florida Statutes. The Sponsor shall insure that the School is innovative and consistent with the state education goals established by section 1000.03(5), Florida Statutes.
  
- 2) The School must be given the opportunity to participate in the Walton County School District K-12 Comprehensive Reading Plan, but may opt not to participate. The School agrees to meet the requirements outlined in the Sponsor's plan; however, the School may meet these requirements through methods that differ from those in the Sponsor's plan. The Sponsor must submit one plan that includes the School if it chooses to participate. The Sponsor will maintain documentation of the following:
  - a. The Sponsor will offer an invitation to School to participate in the plan;
  - b. The Sponsor assures that they will monitor the School for fidelity to the plan;
  - c. The School agrees to implement the plan with fidelity or the School's decision not to participate; and
  - d. The School agrees to be monitored by the Sponsor for fidelity to the plan.
  - e. The School is subject to the Sponsor prioritization of funds based on school need and do not receive a set amount of funding through the reading allocation based upon their student enrollment. If the School declines to participate, the funds that would have been directed to the School remain in the district to serve low performing schools.
  
- 3) All students at the School will participate in the State assessment program pursuant to section 1008.22, Florida Statutes, and school grading system section 1008.34, Florida Statutes, [pursuant to statute and State Board of Education rule]. The School personnel involved with any aspect of the testing process must have knowledge of and abide by State (and, if applicable, Sponsor's) policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The School shall be responsible for administering said tests and bearing any costs with such administration unless provided otherwise by law. Furthermore, the School agrees to administer all state assessments within the timeframe approved for the other public schools in the district of the Sponsor.

- 4) The School will ensure that students identified as having an Individual Education Plan (IEP), Exceptional Education Plan (EP) or 504 Plan receive the necessary accommodations or an alternative assessment for State testing as stated in the IEP, EP, or 504 Plan.
- 5) Additional Assessment: Students may participate in the Sponsor's assessment programs in which the Sponsor's students in comparable grades/schools participate. Materials and training will be provided by Sponsor. The School shall be responsible for all costs associated with assessments not mandated by the state or covered by federal funding, Title I, II and IDEA.
- 6) School Improvement Plan: (Required for "D" and "F" Schools)
  - a. The School will implement a School Improvement Plan if the School grade falls below a "C". If the School falls below that level, the School shall have one (1) calendar year to improve its performance to a "C" level. Should state assessment standards change; the parties agree that this paragraph will be reviewed to ensure that it complies with the revised law.
  - b. The School will develop and maintain a School Enhancement Plan as required by SACS accreditation.
  - c. The School will have the option to utilize the Sponsor's online software system to monitor progress of the School Enhancement Plan and incur cost if not covered by state or federal funding, such as Title I, II and IDEA.
- 7) Pursuant to the statutory requirements section 1002.33.(9)(k), Florida Statutes, the School shall report its progress annually to the Sponsor through the online site provided by the Department of Education. The Sponsor shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports. The report shall include:
  - a. Student achievement performance data, including the information required for the annual school report and the education accountability system governed by section 1008.31 and 1008.345, Florida Statutes. School is subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the School's performance projections identified in the Charter. The School shall identify reasons for any difference between projected and actual student performance.
  - b. Financial status of the School which must include revenues and expenditures at a level of detail that allows for analysis of the School's ability to meet financial obligations and timely repayment of debt.
  - c. Documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes.
  - d. Descriptive information about the School's personnel, including salary and benefit levels of School employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

- 8) The School agrees to post on the School's website a comparison of student performance data from the School to student performance data in the traditional public schools within the county the school is located, and comparison to other Charters throughout the state in accordance with section 1002.33(21)(b)(3)(b), Florida Statutes.

**B. STUDENT PROMOTION**

1) Student Progression Plan

- a. The School may adopt the Sponsor's Student Progression Plan in its entirety, or with exceptions, or choose to create their own plan based on Florida Statutes.
- b. The Sponsor agrees to invite the School to have input into the Sponsor's Student Progression Plan.
- c. If the School chooses to create their own Student Progression Plan, the School and Sponsor will agree on a timeline to submit the plan each year.

2) Graduation Requirements

The School shall ensure that students in grade 9-12 receive those courses necessary as part of Florida's graduation requirement and those courses mandated by law for that specific grade level pursuant to section 1003.428, and 1003.429, or section 1003.43, Florida Statutes.

**C. DATA ACCESS AND USE PURSUANT TO STATUTE**

- 1) The School agrees to utilize data provided through its participation with the Sponsor in electronic data processing systems pertaining to admissions, registration, and student record, discipline, course codes.
- 2) The Sponsor is required to provide academic student performance data to the School for each of their students coming from the Sponsor's school system, as well as rates of academic progress of comparable student populations in the district school system according to section 1002.33(7)(3)(c), Florida Statutes.
- 3) The School agrees to allow the Sponsor reasonable access and to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements, as stated in the Charter, have been made.
- 4) The Sponsor agrees to provide student performance data for each student in the School, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the Sponsor's school district.

### III. STUDENTS

#### A. ELIGIBLE STUDENTS

- 1) **Antidiscrimination:** Pursuant to section 1000.05, Florida Statutes, the School will not violate antidiscrimination provision. The School further agrees that, it will work to achieve a racial/ethnic balance range served by other public schools in close proximity of the School within the Sponsor's district; that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served in English for Speakers of Other Languages (ESOL) programs.
- 2) **Nonsectarian:** Pursuant to section 1002.33(9)(a), Florida Statutes, the School shall be nonsectarian in its programs, admission policies, employment practices, and operations.
- 3) **Fees:** The School will not shall not charge tuition or registration fees, except those fees normally charged by other public schools.
- 4) **Other Requirements:** The School shall meet all applicable state and local health, safety, and civil rights requirements. The School also agrees to meet requirements for students under section 1003.22, Florida Statutes, school-entry health examinations; immunization against communicable diseases. A child shall be exempted from the requirement of a health examination upon written request of the parent of the child stating objections to the examination on religious grounds.
- 5) Pursuant to section 1002.33(11), Florida Statutes, students who attend the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d), Florida Statutes.
- 6) Pursuant to section 1002.32, Florida Statutes, the School agrees to ensure students in grades 9-12 will take at least one online course.
- 7) **Applying Students:** The parties agree that the School will serve the Sponsor's district and that the School must be open to applications from any Walton County School District student. In addition, the School shall be open to any student covered by an inter-district agreement.
- 8) **Applying High School Students:** Students applying for high school grades must meet requirements for a collegiate program. The School combines the qualities of the dual Enrollment program with a small school atmosphere to produce a setting that allows motivated students to earn high school and college credit simultaneously. The School will follow eligibility requirements as stated in section 1007.271, Florida Statutes, for dual enrollment.

- 9) The School agrees to follow the Sponsor's school calendar. If in the future, the School wishes to develop its own school calendar, the School will notify the Sponsor one year prior to implementing the change in calendar. The School's calendar will abide by the statutory number of school days.

**B. GRADES SERVED**

**1) Increase Grades and Enrollment:**

- a. Under the High Performing Charter Statute, pursuant to section 1002.331(2)(b), Florida Statutes, the School is authorized to expand grade levels within kindergarten through grade 12, to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is in accordance with section 1002.331(2)(a), Florida Statutes.
- b. Under the High Performing Charter Statute, pursuant to section 1002.331, Florida Statutes, the School will notify the Sponsor by March 1 of increase enrollment for grades and number of students not served at the time of this Charter.

2014-2015: Seaside will serve students in grades 5-11.

2015-2016: Seaside will serve students in grades 5-12.

Future Years: Seaside will serve students in grades K-12.

**C. CLASS SIZE**

The School agrees to comply with the limitations of class size as ordered by section 1003.03, Florida Statutes, relating to the maximum class size, except that the calculation for compliance pursuant to section 1003.03, Florida Statutes, shall be the average at the School level pursuant to section 1002.33, Florida Statutes. Should requirements for class size change for charter schools, the School will comply with section 1002.33(16), Florida Statutes.

**D. ANNUAL PROJECTED ENROLLMENT**

The School shall notify the Sponsor in writing by March 1 of the school year preceding the increase. The School shall specify the amount of enrollment increase and the grade levels that will be added, as applicable to section 1002.331, Florida Statutes. Change in projected enrollment will constitute a significant number of students as it relates to additional grade levels.

**E. ANNUAL CAPACITY DETERMINATION**

The Sponsor may not require the School to waive the provision of section 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with section 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

**F. ADMISSIONS AND ENROLLMENT PLAN**

The School's enrollment and admission process shall be conducted in accordance with its approved application unless altered or allowable by Florida Law. The School will provide to the Sponsor annual updates to the preference admission policy. Any changes to the admission policy will be based on capacity of the School and according to Florida Statutes.

- 1) Pursuant to section 1002.33 (10), Florida Statutes, the School shall be open to any student covered in an interdistrict agreement or residing in the school district in which the School is located. Any eligible student shall be allowed interdistrict transfer to attend the School when based on good cause. Good cause shall include, but is not limited to, geographic proximity to the School in a neighboring school district.
- 2) Pursuant to section 1002.33 (10)(a), Florida Statutes, the School agrees to enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.
- 3) Pursuant to section 1002.33 (10)(d), Florida Statutes, the School may give enrollment preference to the following student populations:
  - a. Students who are siblings of a student enrolled in the School.
  - b. Students who are the children of a member of the governing board of the School.
  - c. Students who are the children of an employee of the School.
  - d. Students who are the children of:
    - e. a. An employee of the business partner of a the School-in-the-workplace established in section 1002.33 (15)(b), Florida Statutes, or a resident of the municipality in which such School is located; or
    - f. A resident of a municipality that operates a school-in-a-municipality pursuant to section 1002.33 (15)(c), Florida Statutes.
  - g. Students, who have successfully completed a voluntary prekindergarten education program under section 1002.51-1002.79, Florida Statutes, provided by the School or the School during the previous year.
  - h. Students who are the children of an active duty member of any branch of the United States Armed Forces.
- 4) The School may limit the enrollment process only to target the following student populations:
  - a. Students within specific age groups or grade levels.
  - b. Students considered at risk of dropping out of school or academic failure. Such students shall include exceptional education students.
  - c. Students enrolling in a Charter school-in-the-workplace or Charter school-in-a-municipality established pursuant to section 1002.33 (15), Florida Statutes.

- d. Students residing within a reasonable distance of the School, as described in section 1002.33(20)(c), Florida Statutes. Such students shall be subject to a random lottery and to the racial/ethnic balance provisions described in section 1002.33(7)(a)8, Florida Statutes, or any federal provisions that require the School to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the Sponsor's school district.
  - e. Students who meet reasonable academic, artistic, or other eligibility standards established by the School and included in the School application and Charter or, in the case of existing charter schools, standards that are consistent with the School's mission and purpose. Such standards shall be in accordance with current state law and practice in public schools and may not discriminate against otherwise qualified individuals.
  - f. Students articulating from one charter school to another pursuant to an articulation agreement between the charter schools that has been approved by the Sponsor.
  - g. Students living in a development in which a business entity provides the School facility and related property having an appraised value of at least \$10 million to be used as a School for the development. Students living in the development shall be entitled to 50 percent of the student stations in the School. The students who are eligible for enrollment are subject to a random lottery, the racial/ethnic balance provisions, or any federal provisions. The remainder of the student stations shall be filled in accordance with a random lottery.
  - h. Students with disabilities and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment in the School.
- 5) A student may withdraw from the School at any time and enroll in another public school as determined by Sponsor's rule.
  - 6) The capacity of the School shall be determined annually by the governing board, in conjunction with the Sponsor of the School in consideration of the factors identified in this subsection unless the School is designated as a high-performing charter school pursuant to section 1002.331, Florida Statutes. The Sponsor may not require the School to waive the provisions in section 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with section 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.
  - 7) The School agrees to post the Admission and Enrollment Plan on the School's website along with Random Selection Guidelines.
  - 8) The Sponsor agrees to provide a representative from the Sponsor to assist in selecting names during the admission night if a random selection is required.



- 9) Pursuant to section 1002.33(21)(b)(2), Florida Statutes, the School shall provide copies of student assessment data to all enrolled families, families on the waiting list, and the Sponsor.

**G. MAINTENANCE OF STUDENT RECORDS AS REQUIRED BY FLORIDA STATUTES**

**1) Student Records**

- a. The School must maintain both active and archival records for current/former students in accordance with section 1003.25 and 1002.22, Florida Statutes, and Rule 6A-1.0955, Florida Administrative Code.
- b. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to the traditional public school system, or withdrawal to attend another school, will be transferred to the Walton County School District MIS Department at 145 Park Street, DeFuniak Springs, Florida 32433.
- c. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the traditional Walton County Public School System or to another school system. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
- d. An annual report from the School will be transmitted to the Sponsor's MIS Department, listing the disposition of each student's permanent records, i.e., stored on site, transmitted to the Sponsor or other disposition if appropriate. This report shall be transmitted each year prior to July 1.
- e. The Sponsor shall promptly transfer all records to the School when a student withdraws from one of Sponsor's schools.
- f. The School will provide a list of students enrolled during the lottery to the Sponsor and schools currently being attended by the student along with a request for student records to be transferred to the School by the end of the school year. In order to complete a master schedule by July 1, data records must also be transferred via the Student Management System by the end of the school year. The Sponsor and the School agree to promptly transfer via the Sponsor's Student Management System all data records when a student withdraws.

**H. EXCEPTIONAL STUDENT EDUCATION**

**1) Non-discriminatory Policy**

- a. Federal definition of the School includes a requirement that the School, "complies with the Age Discrimination Act of 1975, title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and part B of the Individuals with Disabilities Education Act;"
- b. Students with disabilities and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment in the School pursuant to section 1002.33(10)(f), Florida Statutes.



**2) Sponsor's responsibilities**

- a. As the Local Education Agency (LEA), the Sponsor will serve students in same manner as its traditional public school students, including supplementary and related services on site at the School and provide IDEA funds to the School on the same basis as funds are provided to traditional public schools.
- b. Provide IDEA funds to the School on same basis as funds are provided to traditional public schools.
- c. If the Sponsor is providing programs or services to students funded by federal funds, any eligible student enrolled in the School in the Sponsor's school district shall be provided federal funds for the same level of services provided students in the schools operated by the Sponsor, section 1002.33(17)(c) and 1002.33(20), Florida Statutes.
- d. The School shall be included by the Department of Education and the Sponsor in requests for federal stimulus funds in the same manner as Sponsor's schools, including Title I, II, and IDEA funds and shall be entitled to receive such funds, section 1002.33(17)(d), Florida Statutes.

**3) School's responsibilities**

- a. Students with disabilities shall be provided with exceptional education programs in accordance with federal, state, and local policies and procedures and, specifically, the Individuals with Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and part B of the Individuals with Disabilities Education Act; section 1000.05, 1003.57, 1001.42 (4)(l), and 1002.33, Florida Statutes and certain rules under Chapter 6A-01, FAC pertaining to confidentiality of records, testing programs, and course modification, and Chapter 6A-6 the State Board of Education Administrative Rule.
- b. The School will work closely with the Sponsor in planning and developing programs for ESE, including but not limited to participating in planning activities for the IDEA grants.
- c. The School will follow the Walton County School District Board's Special Program and Procedures manual for special programs identified in Florida Statutes, and appropriate sections of the Walton County School District Student Progression Plan, and Student Code of Conduct dealing with exceptional students.
- d. The School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and Department of Education.
- e. The School will coordinate with the Sponsor's Staffing Specialist to schedule parent conferences relating to IEP and EP meetings.
- f. The School will make available the amount of regular education and special education and related services listed on each student's IEP. Also, the School will make available appropriate inclusive environments as stated on the student's IEP.
- g. The School will conduct gifted screenings using the Kaufman Brief Intelligence Test (K-BIT) or approved assessment as part of the determination for gifted eligibility.

- h. If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the Sponsor and School will take steps to secure another placement for the student in accordance with federal and state mandates.

4) **Services covered under the administrative fee and federal funds**

The Sponsor is the Local Education Agency (LEA) for the School. As the LEA and pursuant to Title 20 U.S. Code, Sec. 1413(a)(5)(A)(B) serves children attending School in the same manner as the local educational agency serves children with disabilities in its other Sponsor's schools, including providing supplementary and related services on site at the School to the same extent to which the local educational agency has a policy or practice of providing such services on the site to its other Sponsor's public schools; and provides funds under this subchapter to the School on the same basis as the local educational agency provides funds to the local educational agency's other Sponsor's public schools, including proportional distribution based on relative enrollment of children with disabilities; and at the same time as the agency distributes other Federal funds to the agency's other public schools, consistent with the State's Charter school law.

- a. Pursuant to section 1002.33(17)(c), Florida Statutes, if the Sponsor is providing programs or services to students funded by federal funds, any eligible students enrolled in the School in the Sponsor's district shall be provided federal funds for the same level of services provided students in the schools operated by Sponsor.
- b. The Sponsor shall provide the following services:
  1. Provide Exceptional Student Educational administrative services to the School consistent with the Sponsor's Tiered approach for all Walton County School District schools.
  2. The Sponsor will also provide psychological, staffing and Speech Language services consistent with the Tiered approach for all schools in Walton County School District. In this regard, the Tiered system is defined as responding to the needs of students based on the frequency and intensity of services required as outlined in a student's Individual Education Plan (IEP) or based on the needs of students requiring specialized services.
  3. Conduct evaluations for students referred for potential placement within exceptional student education in accordance with federal and state mandates.
  4. Conduct reevaluations as needed to fulfill the requirements of the student's IEP.

- 5) **Due Process Hearing** - The School will assist the Sponsor in any legal or quasi-legal activity connected with an ESE student attending or admitted to the School, such as due process hearing request or formal complaint.

**I. DISMISSAL POLICIES AND PROCEDURES**

- 1) The School agrees to follow the Walton County School Board Special Policies and Procedures when dismissing a student from an Exceptional Education Program.

- 2) The School agrees to follow the Walton County School Board Student Code of Conduct.
- 3) Any student, who does not qualify for dual enrollment classes at the end of his /her 10th grade year, will be required to transfer to another high school.

#### **IV. FINANCIAL ACCOUNTABILITY**

##### **A. REVENUE**

Basis for funding as provided in section 1002.33(17), Florida Statutes.

- 1) The School shall be funded as if they are in a basic program or a special program, the same as students enrolled in other public schools in the Sponsor's school district.
- 2) Pursuant to section 1002.33(17)(b), Florida Statutes, the Sponsor agrees to fund the School for the students enrolled in a School shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's current operating discretionary millage levy; divided by total funded weighted full-time equivalent students in the Walton School Board District; multiplied by the weighted full-time equivalent students for the School.
- 3) If The School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the Florida Education Finance Program by the Legislature, including but not limited to transportation.
- 4) Student Reporting
  - a. The School shall report its student enrollment to the Sponsor as required in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes.
  - b. The Sponsor shall include the School's enrollment in the Sponsor's report of student enrollment.
  - c. The School shall comply with the Department of Education's guidelines for electronic data formats for such data.
  - d. The Sponsor will accept electronic data that complies with the Department of Education's electronic format.
  - e. The Sponsor will provide the School with the digital "Student Management Information System" to report State required data for FTE purposes. The School personnel will input required reporting data.
  - f. The Sponsor shall provide the "Student Management Information System" software and training to the School personnel in the same manner as it does for Walton County School District schools.

- g. The School will be responsible to purchase needed computer hardware for reporting student data.
- 5) Distribution of Funds Schedule
- a. The Sponsor may distribute funds to the School for up to 3 months based on the projected full-time equivalent student membership of the School.
  - b. The Sponsor shall make certain that School receives in a timely and efficient payment any reimbursement to the School, including processing paperwork required to access special state and federal funding for which the School may be eligible. Full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
    - 1. The payment shall be issued no later than 10 working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within 10 working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of 1 percent per month calculated on a daily basis on the unpaid balance from the expiration of the 10 working days until such time as the warrant is issued, section 1002.33(7)(e), Florida Statutes.
- 6) Adjustments
- a. Total funding for the School shall be recalculated by the Sponsor using the State approved "Revenue Worksheet" during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.
  - b. If the Sponsor makes an error in reporting the amount of funds owed to the School, the Sponsor must immediately pay the difference to the School.
  - c. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to substantial noncompliance by the School, the Sponsor shall deduct such the amount from the next available payment otherwise due the School. In the event that the assessment is levied near the end of or after the term of the Charter where no further payments are due to the School. The Sponsor shall provide prompt notice to the School and request reimbursement within thirty (30) working days.
- 7) Millage levy, if applicable-The School may be eligible for millage levy per section 1002.33(17), Florida Statutes.
- 8) Federal Funding- Pursuant to section 1002.33(17)(c)(d), Florida Statutes, if the Sponsor is providing programs or services to students funded by federal funds, any eligible students enrolled in the School in the Sponsor's school district shall be provided federal funds for the same level of service provided students in the schools operated by the Sponsor.

- a. **Title 1:** Pursuant to provisions in section 1002.33, Florida Statutes, the School shall receive all federal funding for which the School is otherwise eligible, including Title I funding, not later than 5 months after the School first opens and within 5 months after any subsequent expansion of enrollment. If the School is not eligible for Title 1 funding, they may participate in professional development led by the Sponsor on space available basis. The School will be responsible for the cost of materials.
  - b. **Title 2:** Pursuant to section 1002.33, Florida Statutes, as it relates to the Title II, Part A, the School shall have the opportunity to submit a plan for Title II funding to the Sponsor by March 1 of each year or elect to participate with the Sponsor through services and goods funded under the Title II funding for the district.
  - c. **IDEA:** Funding for services provided to students with disabilities in the School will be provided in the same manner as for the Sponsor's other public schools.
  - d. **Federal Grants—** The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the School's competition for grants and other monetary awards, including, but not limited to, Federal Start-up Grant and Dissemination Grant, section 1002.33(17)(e), Florida Statutes.
- 9) **Charter School Capital Outlay Funds—**
- a. The Sponsor agrees to support the School in its efforts to secure capital outlay funds that are or may be available by the State of Florida or the Federal Government or any other entities. For the purpose of the School Infrastructure Thrift (SIT) Funds, the Sponsor agrees to support and assist the School in securing SIT Funds and it further agrees to provide the school 98% of those SIT Funds secured. In exchange for such cooperation, the Sponsor shall receive 2% of the SIT Funds secured.
  - b. **Application-**The School agrees to use procedures for submitting and approving requests for funding under section 1013.62, Florida Statutes, Charter Schools Capital Outlay Funding.
  - c. **Distribution-**The Sponsor shall make timely and efficient capital outlay payment to the School pursuant to provisions in section 1002.33(17)(e), Florida Statutes.
  - d. The School shall include all disbursements and expenditures pursuant to section 1013.62, Florida Statutes, in its monthly or quarterly financial statements pursuant to section 1002.33(9)(g), Florida Statutes, and shall maintain all documents of such expenditures and provide such documentation to the Sponsor upon request as necessary to monitor compliance with applicable law governing the proper use of such funds.

**B. ADMINISTRATIVE SERVICES**

- 1) **Administrative Services** Pursuant to section 1002.33(20)(a)1, Florida Statutes, the Sponsor shall provide certain administrative and educational services to the School. These services shall include Charter management services; full-time equivalent and data reporting services; exceptional student education administration services; test administration services,

including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the Sponsor's district in which the School is located. Student performance data for each student in the School, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the Sponsor's district.

**2) Federal Lunch Program**

The Sponsor will provide services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the Sponsor at the request of the School, that any funds due to the School under the federal lunch program be paid to the School as soon as the School begins serving food under the federal lunch program, and that the School is paid at the same time and in the same manner under the federal lunch program as other public schools serviced by the Sponsor. (The School is not part of the Federal Lunch Program and is not requesting funds at this time. The School will follow Florida Statutes if they qualify for the Federal Lunch Program in the future.)

**C. ADMINISTRATIVE FEE**

- 1) A total administrative fee for the provision of such services shall be calculated based upon up to 5 percent of the available funds defined in paragraph (17)(b) for all students, except that when 75 percent or more of the students enrolled in the School are exceptional students as defined in section 1003.01(3), Florida Statutes, the 5 percent of those available funds shall be calculated based on unweighted full-time equivalent students. However, a Sponsor may only withhold up to a 5-percent administrative fee for enrollment for up to and including 250 students. For the School with a population of 251 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in section 1013.62(2), Florida Statutes.
- 2) Since the School is a high-performing Charter school, as defined in section 1002.331, Florida Statutes, the Sponsor may withhold a total administrative fee of up to 2 percent for enrollment up to and including 250 students per school. As long as the School remains a high-performing charter school, the 2 percent fee shall apply.
- 3) The Sponsor shall not charge the School any additional fees or surcharges for administrative and educational services in addition to the maximum 5-percent or 2-percent (high-performing Charter schools) administrative fee withheld pursuant to this paragraph.
- 4) If goods and services are made available to the School through the Charter with the Sponsor, they shall be provided to the School at a rate no greater than the Sponsor's actual



cost unless mutually agreed upon by the School and the Sponsor in a contract negotiated separately from the Charter. When mediation has failed to resolve disputes over contracted services or Charter matters not included in the Charter, an appeal may be made for a dispute resolution hearing before the Charter School Appeal Commission. To maximize the use of state funds, the Sponsor shall allow School to participate in the Sponsor's bulk purchasing program if applicable.

- 5) Services not qualified under the required administrative services provided by the Sponsor- The Sponsor will charge the school for other services agreed upon by the parties at the following rate:

Hourly rate + benefits of the Sponsor's personnel performing the service x the number of actual hours beyond services that are regularly regarded as district level administrative services.

#### **D. RESTRICTION ON CHARGING TUITION**

Pursuant to 1002.33(9)(e), Florida Statutes, the School shall not charge tuition or registration fees except for fees normally charged by other public schools or allowed by law.

#### **E. BUDGET**

- 1) The governing board of the School shall annually adopt and maintain an operating budget.

#### **F. FINANCIAL RECORDS, REPORTS AND MONITORING**

- 1) The governing body of the School shall be responsible for:
- a. Ensuring that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, shall submit the report to the governing body.
  - b. Reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan.
- 2) School's Fiscal Year [July 1 – June 30]
- 3) Maintenance of Financial Records - The School shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida School, as a means of codifying all transaction pertaining to its operations. Federal, state, and local funds shall be maintained according to applicable mandates and practices, i.e. separate funds and band accounts for federal and state/local.
- 4) Financial and Program Cost Accounting and Reporting for Florida Schools –Pursuant to section 1002.33(9)(g)(1), Florida Statutes, the School will utilize "Financial and Program Cost Accounting and Reporting for Florida's Schools" (Redbook) section 1002.33(9)(2), Florida Statutes, does allow, at the discretion of the School to use generally accepted accounting

standards for not-for-profit organization, if they are reformatted to present the information according to the Redbook.

**5) Financial Reports**

- a. Quarterly Financial Reports-pursuant to Rule 6A-1.0081, the school will provide a quarterly financial statement to the Sponsor, in accordance with section 1002.33(9)(g) and 1002.34(11)(f), Florida Statutes, respectively, on form IEPC-F2 for non-profits.or IEPC-F2, Non-Profit by the end of the month following the quarter.
- b. Program Cost Report-pursuant to section 1010.20, Florida Statutes, the School agrees to provide the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting (Red Book) standards in Florida by August 15 each year.
- c. Unaudited Financial Statements: The School shall provide the Sponsor with annual unaudited financial reports as of August 15 of each year for inclusion in the Sponsor's financial statements. These reports shall include a complete set of annual financial statements and notes thereto, prepared in accordance with Generally Accepted Accounting principles and reflecting the detail of revenue sources and expenditures by function and object at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
- d. Annual Audit-Pursuant to section 218.39, Florida Statutes, the School agrees to submit and pay for an annual financial audit in compliance with federal, state, and school district regulations showing all revenues receive, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent auditor selected by the school. The School agrees to submit the complete audit to the Sponsor by September 30 of each year.

**V. FACILITIES**

**A. FACILITIES**

- 1) The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to section 1013.37, Florida Statutes, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, and state minimum fire protection codes pursuant to section 633.028, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located.
- 2) In the event the School is dissolved or is otherwise terminated, all of the School's property and improvement, furnishings, and equipment purchased with public funds shall revert to ownership of the Sponsor.
- 3) The Sponsor agrees to allow the School to utilize the district schools' facilities for athletic practices and events. The School and the district will develop policies and procedures for use of the Sponsor's facilities.



## **VI. TRANSPORTATION**

### **A. TRANSPORTATION**

- 1) The School agrees to provide for transportation of the School's students consistent with the requirements of chapter 1006 and section 1012.45, Florida Statutes. The School further agrees to insure that transportation is not a barrier to equal access for all students residing within a reasonable distance from the School.
- 2) The Sponsor agrees to provide transportation to and from the School for students residing along already established transportation routes in the district. As compensation, the Sponsor will retain the portion of categorical funds relating specifically to transportation for those students.
- 3) The School agrees to schedule the instructional day to accommodate the Sponsor's regular bus transportation schedules.
- 4) The School will provide transportation for students who attend the School for 11<sup>th</sup> and 12<sup>th</sup> grade transportation to and from the NWFSC Niceville Campus through an agreement or Charter with the Sponsor, a private provider, or with parents.
- 5) If the School provides transportation with any entity other than the Sponsors, then the School will retain the portion of categorical funds relating specifically to transportation for those students. If students are already counted for transportation to the high School located at 109 Greenway Trail, Santa Rosa Beach, Florida 32459, then the Sponsor will retain funds for these specific students.
- 6) The governing body of the School may provide transportation through an agreement or Charter with the Sponsor, a private provider, or with parents.
- 7) For the purposes of this Charter, the term "reasonable distance" shall be defined as residing in the area located between two and four miles of the School. Students who reside within a reasonable distance from the School have the right to free transportation.

## **VII. INSURANCE & INDEMNIFICATION**

### **A. INSURANCE AND INDEMNIFICATION**

- 1) The School agrees to indemnify, defend with competent counsel selected by the School with Sponsor's reasonable approval and agrees to hold the Sponsor, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services

within the scope of this agreement; (b) the School's material breach of the agreement or law; (c) any failure by the School to pay its suppliers or any subcontractors; (d) the failure of the School's officers, directors, or employees to comply with all laws, statutes, ordinances, and regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of the educational services provided in this agreement. However, the School shall not be obligated to indemnify the Sponsor, against claims, damages, expenses, or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors, and suppliers. The duty to indemnify for professional liability as insured by the School Leader's Error and Omission policy described in this Charter will continue in full force and effect notwithstanding the expiration or early termination of this charter with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader's Errors and Omission three year limitation on post-termination or professional liability impair the Sponsor's claim to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance. In addition, the School shall indemnify, defend, and protect and hold the Sponsor, harmless against all claims and actions brought against the Sponsor by reason of any actual; or alleged infringement of patent or other proprietary rights in any material, process, machine, or appliance used by the School.

- 2) To the extent provided by law, the Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor with School's reasonable approval and agrees to hold the School, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this agreement; (b) the Sponsor's material breach of this agreement or law; (c) any failure by the Sponsor to pay its suppliers or any subcontractors. Notwithstanding anything to the contrary contained herein, the Sponsor does not hereby waive any of its sovereign immunity and any obligation of the Sponsor to indemnify, defend or hold harmless the School as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, Florida Statutes.
- 3) The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third Party Claim, the School or the Sponsor shall fail to

undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle the Third Part Claim for the amount and at the risk and expense of the School or Sponsor which they agree to assume. The School or the Sponsor shall make available to each other, at their expense such information and assistance as each shall request in connection with the defense of a Third Party Claim.

#### **B. EVIDENCE OF INSURANCE**

The School shall provide evidence of insurance required by this agreement in the following manner:

- 1) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor with fully completed certificates of insurance signed by an authorized representative of the insurer.
- 2) The evidence of insurance shall provide that the Sponsor shall be given no less than sixty (60) days notice prior to cancellation.
- 3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

#### **C. MINIMUM LIMITS**

Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

- 1) Be (i) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (ii) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- 2) If, during this period when an insurer is providing the insurance as required by this agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the Sponsor and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.

Without limitation any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. Except as otherwise specified in this Charter, the insurance shall remain in effect until this Charter is terminated.

**D. COMMERCIAL GENERAL LIABILITY INSURANCE**

Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

- 1) The School's insurance shall cover the School for those sources of liability (including, but by way of limitations, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Cover Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- 2) The minimum limits to be maintained by the School (inclusive of any amounts provide by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) annual aggregate.
- 3) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars (\$1,000) per occurrence.
- 4) The School shall include the Sponsors and its members, officers, and employees as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees, or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees, and agents as additional insured as their interest may appear. "

**E. AUTOMOBILE LIABILITY INSURANCE**

The Automobile Liability Insurance provided by the School shall conform to the following requirements:

- 1) The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.
- 2) Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.
- 3) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, two million dollars (\$2,000,000) annual aggregate.

- 5) If the School Leader’s Errors and Omissions Liability Insurance required hereby is not reasonably commercially available the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof with the same minimum limits of coverage as set forth above. If this insurance is on a claim made basis, the School shall maintain, without interruption the insurance until three (3) years after termination of this Charter.

**H. PROPERTY INSURANCE**

- 1) The School shall maintain hazard insurance on its own property during the terms of this agreement.

**I. APPLICABLE TO ALL COVERAGE**

The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the board or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.

Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.

Compliance with the insurance requirement of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School’s full responsibility to provide the insurance as required by this Charter.

The School shall be in default of this Charter for failure to maintain such insurance as required by this Charter.

**VIII. GOVERNANCE**

**A. PUBLIC OR PRIVATE EMPLOYER**

- 1) The School is a public employer and all employees are public employees for all purposes, including participation in the Florida Retirement System.

- 2) As stated in the By-Laws and the Articles of Incorporation attached hereto as the corporation shall be a Florida not for profit entity, and a governing board, shall manage its activities and affairs. Voting shall control the corporation, and only the governing board shall vote.

**B. GOVERNING BOARD RESPONSIBILITIES [PURSUANT TO STATUTE]**

Pursuant to section 1002.33(26), Florida Statutes, Governing Board members are subject to the following sections 112.313(2),(3),(7) and (12) and 112.3143(3) and 112.3145 and 286.011, Florida Statutes.

- 1) The governing board of the School shall annually adopt and maintain an operating budget.
- 2) The governing board shall exercise continuing oversight over School operations.
- 3) The governing body of the School shall be responsible for:
  - a. Ensuring that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the governing body.
  - b. Reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan.
  - c. Performing the duties in section 1002.345, Florida Statutes including monitoring a corrective action plan.
  - d. Monitoring a financial recovery plan in order to ensure compliance.
  - e. Participating in governance training approved by the department which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.
- 4) Representative to facilitate parental involvement according to section 1002.33(d)1, Florida Statutes. The School's governing board will appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes.
  - a. The representative must reside in the School district in which the School is located.
  - b. May be a governing board member, School employee, or individual contracted to represent the governing board.
  - c. The representative's contact information must be provided annually in writing to parents and posted prominently on the School's website if a website is maintained by the School.
  - d. The Sponsor may not require that governing board members reside in the School district in which the School is located if the School complies with this paragraph.
- 5) Each School must hold at least two public meetings per school year in the school district in which the School is located. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide

input regarding the School's operations. The appointed representative and School principal or director, or his or her equivalent, must be physically present at each meeting.

- 6) The governing body of the School shall report its progress annually to its Sponsor, which shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports.

#### **C. PUBLIC RECORDS**

Pursuant to section 1002.33(16)(b)(1), Florida Statutes, the School shall comply with the provisions of Chapter 119, Florida Statutes, relating to public records and section 286.011, Florida Statutes, relating to public meetings and all applicable federal, state and local health, welfare, safety, and civil rights requirements.

#### **D. REASONABLE NOTICE**

The School shall provide reasonable notice of all board meetings through posting them on the door of the School and through the School's website.

#### **E. IDENTIFICATION OF GOVERNING BOARD MEMBERS**

The School will update governing board members through the School's website by July 1 of each year.

#### **F. STATUTORY REQUIREMENTS**

The School shall operate in accordance with its Charter and shall be exempt from all statutes in chapters 1000-1013 of the Florida School Code, with the exception of the following:

1. Those statutes specifically applying to charter schools, including section 1002.33, Florida Statute.
2. Those statutes pertaining to the student assessment program and school grading system.
3. Those statutes, laws, rules, and regulations pertaining to the provision of services to students with disabilities.
4. Those statutes pertaining to civil rights, including section 1000.05, Florida Statutes, relating to discrimination.
5. Those statutes, rules, and regulations pertaining to student health, safety, and welfare. Additionally, the School shall be in compliance with: Section 286.011, Florida Statutes, relating to public meetings and records, public inspection, and criminal and civil penalties. Chapter 119, Florida Statutes, relating to public records. Chapter 112, Florida Statutes, relating to conflicts of interest.

### **IX. HUMAN RESOURCES**

#### **A. EMPLOYMENT**

- 1) The parties to this Charter agree that the School shall select its own employees. The School may contract with the Sponsor for services of personnel employed by the Sponsor. Under this hiring arrangement, such of the Sponsors employee(s) hired by the School shall be



considered employees of the School for the purpose of management, etc. For the purposes of retirement and other employee benefits, the employee shall be considered an employee of the Sponsor and shall be eligible to participate in the state retirement system and other fringe benefits offered to full-time employees. The School hereby agrees to provide other fringe benefits offered to full-time employees. The School hereby agrees to pay the cost of such fringe benefits to the Sponsor and to pay the Sponsor for the cost of any and all retirement contributions necessitated by this agreement.

- 2) The School agrees that its employment practices shall be non-sectarian and nondiscriminatory.
- 3) The School shall not violate the antidiscrimination provisions of section 228.001, Florida Statutes.
- 4) The teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Florida Statutes. The School may employ or Charter with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher aides in the same manner as defined in section 1012, Florida Statutes.
- 5) The School agrees to comply with the following:
  - a. Pursuant to section 1012.35, Florida Statutes, relating to contracts with instructional personnel hired on or after July 1, 2011.
  - b. Pursuant to section 1012.33(5), Florida Statutes, relating to workforce reductions.
  - c. Pursuant to section 1012.22(1)(c), Florida Statutes, relating to compensation and salary schedules. All of section 1012.22, Florida Statutes, has not been included only subsection (1)(c) based on the limits from, section 1002.33(16), Florida Statutes.
  - d. Pursuant to section 1012.34, Florida Statutes, relating to the substantive requirements for performance evaluations for instructional personnel and School administrators.
  - e. Pursuant to section 39.201, Florida Statutes, relating to Employees of the School is mandatory reporters with regards to child abuse, abandonment or neglect, and should be aware of the following statutes.
- 6) The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.
- 7) The School agrees to disclose to the parents and the Sponsor the qualifications of its teachers.
- 8) The School agrees to fingerprint and screen all employees as required by Florida Statutes and commonly referred to as Jessica Lunsford Act.



- 9) The School must assure through, consistent, and even-handed termination procedure that the laws of the State of Florida and the United States are complied with. Terminated employees are entitled to receive all earned pay by the next regular pay period.
- 10) The School agrees to not appoint, employ, promote, or advance, or advocate for appointment, employment promotion; or advancement, in or to a position in the School in which the personnel are serving or over which the person exercises jurisdiction or control any individual who is a relative.

**B. SPONSOR TRAINING OF SCHOOL'S EMPLOYEES**

The School may participate in federally funded trainings as outlined in the Sponsor's Charter School Administrative Services Guide. Participation in non-federally funded training at pro-rata cost, on space available basis The School is responsible for providing all professional development activities that are not federally funded or outlined in the Sponsor's Charter School Administrative Services Guide. The Sponsor will invite the School to professional development and information meetings at no cost if there is not a cost associated to attend.

**X. MISCELLANEOUS PROVISIONS**

- 1) Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 2) This Charter shall constitute the full, entire, and complete agreement between the parties. All prior Charters, representations, understandings, and agreements are superseded and replaced by this Charter. This Charter may be modified only through the voluntary, mutual consent of the parties.
- 3) This Charter shall not be assigned by either party without prior written consent of the other party, provided that the School may without the consent of the Sponsor enter into Charters for services with an individual or group of individuals organized as a partnership or cooperative.
- 4) No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated.
- 5) All representations and warranties made herein shall survive termination of this Charter.

- 6) If any provision or any part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- 7) This Charter is not intended to create any rights of a third part beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student of the School.
- 8) This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida.
- 9) Every notice, approval, consent or other communication authorized or required in the Charter shall not be effective unless same shall be in writing and sent postage prepaid by US Mail, direct to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time:

The Seaside Neighborhood School  
P.O. Box 4610  
Santa Rosa Beach, FL 32459

The Walton County School Board  
145 Park Street, Suite 3  
DeFuniak Springs, Florida 32433

- 10) The School and Sponsor agree that they have been represented by legal counsel in the negotiation and execution of this Charter.
- 11) The heading in this Charter are for convenience and reference only in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter.
- 12) This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.
- 13) Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Charter as of the day and year first written above

ATTEST:

THE SEASIDE SCHOOL, INC.

Cathy Brubaker  
Secretary

by: [Signature]  
Chair of the Board or Representative

ATTEST:

THE SCHOOL BOARD OF WALTON COUNTY, FLORIDA

[Signature]  
Superintendent as Secretary of the Board

[Signature]  
Chair of the Board

APPROVED BY  
JUN - 3 2014  
WALTON COUNTY SCHOOL BOARD

**SEASIDE SCHOOL, INC. POLICY FOR ACQUISITIONS, LEASES AND CONTRACTS FOR SERVICES OF \$10,000.00 OR GREATER**

Any proposed acquisition or lease of any asset or proposed contract for services that equals or exceeds \$10,000.00 shall require a minimum of two (2) competitive bids prior to Seaside School Inc.'s acquisition or lease of any such asset(s) or agreement for services.

Board approval is required in the event the higher priced bid is to be accepted.

To determine whether an acquisition, lease or contract for services equals or exceeds \$10,000.00, the sum of any itemized goods or services from any one vendor, as applicable, shall be used if a collection of goods and/or services are included in any proposal from a vendor.

The foregoing applies to all board-approved purchases, leases and contracts for services and to any purchase, lease or contract for services that is contemplated in any given annual budget. This policy does not intend to permit purchases or leases that are not approved by the Seaside School Inc.'s Board of Directors or otherwise included within the Seaside School, Inc.'s annual budget.

**The Seaside School, Inc.  
Active Assailant Response Policy**

It is the policy of the Board that all school teachers, staff and student shall be prepared in the event of an active assailant situation. The Board and school administration, in collaboration with public safety agencies, shall develop procedures to alert school staff if an active assailant appears to be actively engaged in killing or attempting to kill people at the school site and actions

The Board's active assailant policy and related procedures are intended to grant school employees the authority to choose a response that could be critical to saving lives. Such actions shall include a decision to lockdown the classroom and barricade the entrance or the option-based "run, hide, fight" approach.

The school administrator shall ensure proper and adequate active assailant response training for all school staff and students and shall engage the participation with the district's school safety specialist and the school's threat assessment team in the training. In accordance with Florida law, active assailant training will be conducted by the law enforcement agency(ies) designated as the first responder to the school's campus.

**Active Assailant Drills**

1. All students and staff shall participate in active assailant situation drills.
2. Drills shall be conducted at least as often as other emergency drills, with law enforcement personnel on site.
3. The school administrator shall document all drill exercises, maintain records, and provide verification as required.

**Public Records Exemption**

The school's active assailant response plan is for the protection of the school community and, under s. 119.071(3), F.S, is designated as confidential. No part of the plan shall be released to any individual or entity without the expressed authorization of the governing board.

By October 1, 2019, and annually thereafter, the school shall certify with the Office of School Safety that all school personnel have received annual active assailant response training.

The Board shall submit this policy, as adopted, to the Office of School Safety for review, in accordance with Florida law.

This policy is consistent with the recommendations set forth by the Marjory Stoneman Douglas Public Safety Commission, the Marjory Stoneman Douglas Public Safety Act of 2018, *et seq.*, and Senate Bill 7030 (2019).

Approved: September 19, 2019.

## **THE SEASIDE SCHOOL, INC. APPLICATION AND ADMITTANCE POLICY**

***PLEASE READ THE POLICY BELOW BEFORE BEGINNING THE APPLICATION PROCESS. FOR PURPOSE OF THIS POLICY, "SEASIDE SCHOOLS" SHALL MEAN BOTH SEASIDE MIDDLE SCHOOL AND SEACOAST COLLEGIATE HIGH SCHOOL.***

***Para la traducción al español, pongase en contacto con [lotteryinfo@seasideschools.net](mailto:lotteryinfo@seasideschools.net).***

### **1. General Admission Guidelines**

Application for admission is open to any student entering grades five (5) through twelve (12) in accordance with this Application and Admittance Policy. Applicants must be eligible for admittance to the grade for which they apply pursuant to the then current policy of the Walton County School District. Students who reside in Walton County, Florida are granted an admission preference over non-Walton County residents. Students currently enrolled in a boarding school outside of Walton County, whose parent or legal guardian resides in Walton County, are considered Walton County residents. Students residing outside Walton County will be admitted only after vacancies have been filled by Walton County resident applicants unless otherwise set forth herein. Proof of Walton County residency and/or other preferences, if applicable, must be submitted with a student's application as set forth in paragraph 4.

Seaside Schools comply with the Florida Educational Equity Act (Section 1000.05, Florida Statutes) which, among other things, requires that students be considered for admission without regard to race, ethnicity, national origin, gender, disability, or marital status. Students with disabilities and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment (Section 1002.33(10)(f), Florida Statutes).

Seaside Schools also comply with Florida's controlled open enrollment policy as set forth in Section 1002.31, Florida Statutes, which requires a charter school allow a parent from any school district in the state whose child is not subject to a current expulsion or suspension to enroll his or her child in and transport his or her child to such charter school provided the school has not

reached capacity, subject to the admission preferences set forth in Section 1002.33(10)(d), Florida Statutes, and the Seaside Schools' Charter. As required by the statute, The Seaside School, Inc. Board of Directors will determine the student capacity and state the capacity on the school website.

## **2. Special Admission Criteria for High School Grades**

**Applicants must meet requirements for a collegiate program. The Seaside School combines the qualities of the dual enrollment program with a small school atmosphere to produce a setting that allows motivated students to earn high school and college credit simultaneously. The Seaside School follows eligibility requirements as stated in Section 1007.271 Florida Statutes for dual enrollment. Any student who does not qualify for dual enrollment classes at the end of his/her 10<sup>th</sup> grade year, will be required to transfer out of the Seaside Schools.**

Seacoast Collegiate High School has an articulation agreement with Northwest Florida State College ("NWFSC"). As such, Applicants entering grades eleven (11) and twelve (12) must meet the applicable NWFSC entrance requirements which are subject to change without notice by NWFSC. The following items must be submitted to establish compliance before June 1 for enrollment in the fall semester.

- Official transcript from currently enrolled high school for the fall semester and courses currently enrolled for the spring semester. Applicant must have a minimum unweighted high school GPA of 3.00 for all credits earned by the close of the fall semester of the year prior to enrollment. The unweighted GPA of 3.00 must be maintained through the spring semester for enrollment purposes.
- ACT, SAT, or PERT test scores taken within the previous two years. Applicants must make qualifying test scores in reading, writing, and math as required by NWFSC.

Applicants may pre-qualify admission by submitting all admissions criteria, including qualifying ACT, SAT, or PERT scores, 7 days prior to the expiration of the lottery application deadline; however, the unweighted GPA of 3.00 must be maintained through the spring semester for enrollment purposes.

### **3. Application and Lottery Process**

Applications for admission are accepted each year from February 1 through 5:00PM (Central Time) on March 31 for enrollment in the following school year through the lottery process. Only those applicants who submit complete and accurate applications by the March 31 deadline will be placed in the enrollment lottery. Applications may be submitted after March 31 and through December 31 of each year for those wishing to join the waiting list. Applicants submitting applications after March 31 will be placed on the waiting list in the order of their submission by grade level. Parents or legal guardians of a child who desire to attend Seaside Schools must complete an application and provide all required documentation through the online Smart Choice Student Application & Lottery Management System ("Smart Choice") available on the Seaside Schools website. If the parent or legal guardian does not have access to a computer or scanner, they may complete the application at either the Seaside Middle School or Seacoast Collegiate High School campus by scheduling an appointment. Appointments may be scheduled by sending an email to [lotteryinfo@seasideschools.net](mailto:lotteryinfo@seasideschools.net). No student will be considered for admission through the lottery process unless his or her application and all required documentation is completed accurately and submitted prior to the end of the lottery application period.

### **4. Admission Preferences**

Pursuant to Section 1002.33(10)(d), Florida Statutes, and the Seaside Schools' Charter, Seaside Schools gives preference in admission for certain categories of applicants. Each preference category, along with the qualifying criteria, is described below in order of priority. If there are more applicants with preferences than available openings, applicants with preferences will be randomly chosen in the preference order presented below. In order for the administration to know how many students with a preference are expecting to attend Seaside Schools, those students that qualify for a preference must complete and submit an application along with all



required accurate documentation by the end of the application period to be considered for admission.

**A. Children of Seaside Schools Employees:** An Eligible Employee is defined as: (1) an employee who is currently salaried; or (2) an employee currently working hourly at least 20 hours per week, and is paid directly by The Seaside School, Inc., and reports directly to the school's administration. Legal children and wards of current Eligible Employees of Seaside Schools have preference with respect to admissions, regardless of whether the child resides in Walton County or resides with the Eligible Employee. Step-children of Eligible Employees are also entitled to this preference if the step-child resides with the Eligible Employee. A step-child is defined as the legal child or ward of the Eligible Employee's legal spouse. Other relatives are not eligible for this preference. If an Eligible Employee is hired after the application lottery and the child of the Eligible Employee has submitted an application, such child will have priority over other applicants on the waiting list except for the children, wards, and step-children of current or past board members. If an Eligible Employee resigns or is terminated, it is at the Board of Directors' discretion as to whether or not his or her enrolled child or children will be asked to withdraw from Seaside Schools. Individuals, such as coaches, independent contractors, employees working less than 20 hours per week, or those paid only a stipend are not eligible for this preference.

**B. Children of Seaside Schools Board Members:** Legal children and wards of board members of The Seaside School, Inc. who successfully completed a three-year term or are currently serving, have preference with respect to admissions, regardless of whether the child resides in Walton County or resides with the current or former board member. Step-children of current or past board members are also entitled to this preference if the step-child resides with the current or past board member. A step-child is defined as the legal child or ward of the current or past board member's legal spouse. Other relatives are not eligible for this preference. If a new board member is elected after the application lottery has taken place and the child of the

new board member has submitted an application, such child will have priority over other applicants on the waiting list. If a board member resigns or is asked to leave The Seaside School, Inc., Board of Directors before his or her three-year term has been completed, it is at the Board of Directors' discretion as to whether or not their enrolled child or children will be asked to withdraw from Seaside Schools.

**C. Siblings of Currently Enrolled Students:** Siblings of students enrolled in Seaside Schools at the time of the sibling's application and the application lottery have preference with respect to admissions. In order to qualify for this preference, the sibling must either: (a) be related to the enrolled sibling by sharing a common legal parent or legal guardian; or (b) reside at the same residence as the enrolled sibling and have a legal parent or legal guardian who is married to the legal parent or legal guardian of the enrolled sibling. If there are two or more siblings that are all applying to the earliest grade offered by Seaside Schools, they will be entered in the application lottery separately, and if one is selected for admittance, the other(s) will be moved up to next on the list for selection.

**D. Walton County Residents:** Students who are Walton County residents have preference with respect to admissions over non-Walton County residents. Proof of the student's Walton County residency must be submitted with a student's application and consist of the following:

- i. FOR STUDENTS CURRENTLY ENROLLED IN A WALTON COUNTY PUBLIC SCHOOL
  - a. A current school report card; and
  - b. One (1) item from paragraph vi below.
- ii. FOR STUDENTS CURRENTLY ENROLLED IN A NON-WALTON COUNTY PUBLIC SCHOOL
  - a. A current school report card showing current address; and
  - c. One (1) item from paragraph vi below.
- iii. FOR STUDENTS CURRENTLY HOMESCHOOLED

- a. Executed Walton County Notification of Intent to Establish a Home Education Program; and
  - b. One (1) other item from paragraph vi below.
- iv. FOR STUDENTS CURRENTLY ENROLLED IN A PRIVATE SCHOOL OR BOARDING SCHOOL
- a. A current school report card or current school enrollment papers showing current address; and
  - b. One (1) other item from paragraph vi below.
- v. FOR STUDENTS CURRENTLY ENROLLED IN A VIRTUAL SCHOOL
- a. Enrollment papers from virtual school showing current address; and
  - b. One (1) other item from paragraph vi below.
- vi. FOR ALL STUDENTS – One (1) of the following items from the child’s parent or legal guardian all of which must contain the same Walton County residential address to supplement the criteria set forth in paragraphs i through v above:
- a. Florida driver’s license;
  - b. Florida voter registration card;
  - c. Florida issued identification card;
  - d. Florida homestead exemption certification;
  - e. Florida declaration of domicile recorded with the Walton County Clerk of Court;
  - f. Executed lease agreement;
  - g. Written orders from any branch of the United States Armed Forces showing a duty to report to a base located within 50 miles of Walton County, established no later than July 31<sup>st</sup> of the upcoming academic year, or

- h. Any other proof accepted in the discretion of the Governance Committee of The Seaside School, Inc. Board of Directors (“Governance Committee”).

#### 5. Application Lottery Process & Acceptance of Admission

If there are more applications than openings for the upcoming school year after the lottery application deadline passes, an application lottery will be conducted during the first full week of May, unless otherwise scheduled by the Board of Directors, to randomly select applicants for admission. Prior to the lottery, parents and legal guardians will have the opportunity to verify the status of their child’s application through an online personal account with a secure username and password via Smart Choice. The lottery will be conducted through Smart Choice in the presence of and verified by a representative of the Walton County School District, a Seaside School, Inc., School Board Member, and a principal of Seaside Schools. Applicants will be selected in the following preference order as set forth elsewhere in this policy:

- A. Children of Current Eligible Employees of Seaside Schools
- B. Children of Seaside Schools Board Members
- C. Siblings of Currently Enrolled Students at Seaside Schools
- D. Walton County Residents
- E. Non-Walton County Residents

After all available openings have been filled, applicants will continue to be randomly selected and placed in numerical order by grade level to create the waiting list for each grade.

The parents and legal guardians of applicants selected for enrollment will be notified via Smart Choice within 24 hours of the lottery. **Parents and guardians of selected applicants must accept or decline enrollment by 5:00PM (Central Time) on the third day following the lottery via Smart Choice.** Failure to accept enrollment by the deadline will be treated as a decline and the spot will be offered to an applicant on the waiting list.

## 6. Waiting Lists

The waiting list created through the application lottery is for the upcoming school year. If an opening occurs and needs to be filled at the discretion of the school principal, the parent or legal guardian of the applicant next on the waiting list will be contacted. If the applicant is for Seacoast Collegiate High School, the student must provide information to the school principal showing the student meets a preponderance of the prerequisite courses for admission. If the applicant requires prerequisite courses for admission and cannot be enrolled in the courses currently offered, the school principal may, at his or her discretion, move to the next applicant on the waiting list. The parent or legal guardian must accept or decline admission within 48 hours. Failure to do so will be treated as a decline. If the applicant declines, he or she will be removed from the waiting list. The waiting list will stay in effect until the lottery application period ends the following year and at that point will become null and void. **All applicants on the waiting list that were not admitted, must reapply for the next school year through the standard application process.**

Please note when a student withdraws from Seaside Schools, an applicant on the waiting list in the same grade may not always be admitted. There are times when an applicant on the waiting list in a different grade will be admitted to replace the student leaving the school. This will depend on the current numbers for each grade at the time and is at the discretion of the school principal. Applicants that wish to be admitted but did not submit an application during the lottery application period will be added to the bottom of the waiting list on a first come, first serve basis.

## 7. DISPUTES

If any dispute arises regarding the application process, application lottery, or interpretation of this Application and Admittance Policy, such disputes shall be resolved by majority vote of the Governance Committee, subject to appeal to the Board of Directors.

Approved on November 21, 2019, by The Seaside School, Inc. Board of Directors.

**THE SEASIDE SCHOOL, INC.**

**ATHLETICS POLICY**

The Seaside School, Inc. ("School") athletics program is governed by Florida Statutes, namely F.S. §1006.15 also called the "Craig Dickinson Act." Eligibility requirements for students participating in interscholastic extracurricular activities are set forth more particularly in F.S. §1006.15(3) and §1006.15(8), subject to the controlled open enrollment provisions set forth in F.S. §1002.31, and include:

- A. Students must maintain a grade point average of 2.0 or above on a 4.0 unweighted scale or its equivalent, in the previous semester.
- B. Students must maintain satisfactory conduct, including dress code and other codes of conduct.
- C. Students must meet the requirements of F.S. §1002.31. So long as The Seaside School, Inc. maintains a lottery for admission, the School is deemed to be at maximum capacity and may not accept students not otherwise enrolled in The Seaside School, Inc. to participate in interscholastic extracurricular activities. Any exceptions to this requirement, otherwise consistent with Florida Statutes, must be in writing from the Walton County School District and the FHSAA, or other appropriate governing authority.
- D. Students must complete and have on file with the School prior to practice and/or try-outs certain required forms as determined each school year, which may include the following:
  - i. Parental Permission Form
  - ii. Walton County Release Form
  - iii. FHSAA Physical Form
  - iv. FHSAA Release Form
- E. Students are expected to maintain regular attendance in school. Students may not attend practice or games on the same day they are absent from school. A student must be in school at least half of the school day (4 periods or blocks) to be counted present and eligible to play.
- F. Students are eligible to participate in other public school's athletic teams pursuant to F.S. §1002.33, unless such sport, team, or activity is otherwise offered or provided by The Seaside School, Inc.

Dated September 2018

Approved \_\_\_\_\_

## REPORTING CHILD ABUSE

### I. Definitions

- A. *Abuse* means any willful or threatened act that results in any physical, mental or sexual injury or harm that causes, or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child.
- B. *Abandonment* means a situation in which the parent or legal custodian of a child, or in absence of the parent or legal custodian, the caregiver responsible for the child's welfare, while being able, makes no provision for the child's support and makes no effort to communicate with the child, which situation is sufficient to evince a willful rejection of parental obligations.
- C. *Neglect* occurs when a child is deprived of or is allowed to be deprived of, necessary food, clothing, shelter or medical treatment or a child is permitted to live in an environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired. The foregoing circumstances shall not be considered neglect if caused primarily by financial inability, unless actual services for relief have been offered and rejected. A parent or legal custodian legitimately practicing religious beliefs in accordance with a recognized church or religious organization who thereby does not provide specific medical treatment for a child shall not, for that reason alone, be considered a negligent parent or legal custodian.
- D. *Parent* is either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent.

### II. Prohibition Against Child Abuse, Abandonment or Neglect

The School strongly prohibits any action or omission constituting child abuse, neglect, or abandonment by any of its employees, agents, volunteers, or by other persons affiliated in any way with the School or School District. Further, all employees, agents, and volunteers of the School must comply with Florida law requiring reporting of child abuse, neglect, or abandonment.



III. Notification of Responsibility

A notice providing the following information shall be posted in a prominent place in each School:

- A. All employees of the School have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect; immunity from liability if they report such cases in good faith; and the responsibility to comply with child protective investigations and all other provisions of law related to child abuse, abandonment or neglect.
- B. Statewide toll-free telephone number for the central abuse hotline.

IV. Requirements for Reporting Child Abuse, Abandonment or Neglect

- A. Florida law requires that any person including, but not limited to, any
  - 1. Physician, osteopathic physician, medical examiner, chiropractic physician, nurse, or hospital personnel engaged in the admission, examination, care or treatment of persons;
  - 2. Health or mental health professional other than one listed in 1.;
  - 3. Practitioner who relies solely on spiritual means for healing;
  - 4. School teacher or other school official or personnel;
  - 5. Social worker, day care center worker, or other professional child care, foster care, residential, or institutional worker; or
  - 6. Law enforcement officer or judge

who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, shall report such knowledge or suspicion to the Department of Children and Family Services.

- B. Each report of known or suspected child abuse, abandonment, or neglect shall be made immediately to the Department of Children and Family Service's abuse hotline, on the single statewide toll-free telephone number. The teacher or staff member may also contact the Head of Schools, applicable Principal, a school designee, district office or support person to let them know the case has been

reported, and for their own documentation and protection file an incident report with the Head of Schools.

- C. Reporters in the categories specified in A. above, will be required to provide their names to hotline staff. The extent of confidentiality of the reporter's name, with respect to the Department's records, is governed by Florida Statute.
- D. In accordance with state law, the Department of Children and Family Services, in conjunction with applicable law enforcement agencies, are responsible for investigating allegations of child abuse, abandonment, or neglect.
- E. Complaint Against School Employee, Volunteer or Agent - If a complaint is made against a School employee, volunteer, agent or other person affiliated with the School which, if true, would constitute child abuse, neglect or abandonment by that person, that complaint shall be immediately forwarded to the Head of Schools. The Head of Schools shall forward the complaint to the Department of Children and Family Services for investigation as provided by statute. The person accused of child abuse, abandonment or neglect may be suspended or reassigned from duties involving interaction with children pending investigation of the allegations. If the allegations are substantiated by the Department of Children and Family Services, the Head of Schools shall take appropriate disciplinary action. School staff shall in good faith cooperate with, and participate only as directed by, the Department of Children and Family Services and law enforcement during the investigation, and with respect to any subsequent criminal proceedings.
- F. When a report of child abuse, neglect or abandonment has been made to the Department of Children and Family Services or law enforcement agencies, a teacher, staff member, volunteer or agent should not take it upon himself/herself to interview the child, talk with the suspected abuser, discuss the allegations with other potential witnesses or otherwise investigate the case. Nor should a teacher, staff member, volunteer or agent divulge information relating to the complaint to persons other than school officials, the Child Protection Team, the Department of Children and Family Services, law enforcement, the State Attorney or other court designee. If a parent, caregiver, or legal guardian desires information related to a complaint of child abuse, that person should be directed to contact the Department of Children and Family Services and/or the applicable local law enforcement agency.

- G. Florida Statute provides that a person required by state law to report child abuse, abandonment, or neglect, but who willingly and knowingly fails to do so, or prevents another from doing so, is guilty of a first degree misdemeanor. Likewise, knowingly and willingly filing a false report of child abuse, neglect, or abandonment or advising another to do so constitutes a third degree misdemeanor.

**Seaside School, Inc. and Seaside School Foundation, Inc.**

## **CODE OF ETHICS**

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*adopted by the Seaside School, Inc. on 1/24/13*  
*adopted by the Seaside School Foundation Inc. on 12/19/12*

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As a nonprofit organization and public charter school in the State of Florida, the policy of the Seaside School, Inc. (the "School") is to uphold the highest legal, ethical, and moral standards. Likewise, as a nonprofit 501(c)(3) foundation, the policy of the Seaside School Foundation, Inc. (the "Foundation") is also to uphold the highest legal, ethical and moral standards. The public supports both the School and the Foundation because they trust each entity to be good stewards of resources and to uphold rigorous standards of conduct. The reputation of both the School and the Foundation requires the careful observance of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. To these ends, the School and Foundation agree to the following:

1. From our directors, officers and employees, we expect integrity, honesty and trustworthiness in their work; courage in their decisions; and a dedication to values and beliefs of the School and Foundation we represent.
2. We will comply with all applicable laws and regulations, and we expect the School Board of Directors, the Foundation Board of Directors, officers and employees to conduct business in accordance with the letter and spirit of all relevant laws; to refrain from any illegal, dishonest, or unethical conduct; to act in a professional, businesslike manner; and to treat others with respect.
3. We expect responsible action on behalf of the organization we represent and are accountable and transparent to the public and to one another. We share information when appropriate without violating the law.
4. We expect to be treated and to treat others with respect. While we will speak and act as a unified Board, we respect the opinions of and the differences among individuals.
5. We expect our actions to demonstrate our respect for others and the community as a whole. We care about the well-being of each other as Board members, employees and the community in which we serve.

In support of these standards of high ethical conduct, each director, and employee of both the School and Foundation WILL NOT:

6. Deceive, defraud, or mislead the members of the School Board of Directors, the members of the Foundation Board of Directors, staff members or those with whom the School or Foundation have business or other relationships.
7. Misrepresent the School or Foundation in any negotiations, dealings, contracts, or agreements.

8. Divulge or release any information of a proprietary nature relating to the plans, mission, donors or operational databases of the School or Foundation without the necessary prior approval.
9. Obtain a personal advantage or benefit due to relationship(s) established by any officer, senior staff member or member of the Board of Directors by use of either organization's name.
10. Accept individual gifts of any kind in excess of \$200, in connection with the officer's, key staff member's or Board of Director's relationship with the School or with the Foundation.
11. Withhold their best efforts to perform their duties to acceptable standards.
12. Engage in unethical business practices of any type.
13. Use School or Foundation property, financial resources, or services of personnel for personal benefit.
14. Violate any applicable laws, rules, regulations and ordinances.

To honor the purpose and spirit of this policy, all School Board directors, Foundation directors, officers and employees shall review and acknowledge their understanding of this policy on an annual basis.

**Acknowledgement**

I HEREBY CONFIRM that I have read and understand this Code of Ethics and will strive to uphold it to the best of my ability.

---

Signature

Date



**Seaside School, Inc. and Seaside School Foundation, Inc.**  
**CONFLICT OF INTEREST POLICY**

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*adopted by the Seaside School Inc. on 1/24/13*  
*adopted by the Seaside School Foundation, Inc. on 12/19/12*

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**1. Introduction**

- a. The Seaside School, Inc. (the "School"), is a nonprofit, tax-exempt organization and a State of Florida public charter school. Its mission is to serve the public and educate children. Maintenance of its tax-exempt status is important both for its continued financial stability and for the receipt of contributions and public support. Therefore, the School must operate in such a way so that it fulfills all legal requirements. The School also depends on the public trust and thus is subject to scrutiny by and accountability to both governmental authorities and members of the public.
- b. The Seaside School Foundation, Inc. (the "Foundation"), is a nonprofit, tax-exempt organization and was formed to receive and administer funds for scientific, educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and to benefit the School. Maintenance of its tax-exempt status is important both for its continued financial stability and for the receipt of contributions and public support. Therefore, the Foundation must also operate in such a way so that it fulfills all legal requirements. The Foundation also depends on the public trust and thus is subject to scrutiny by and accountability to both governmental authorities and members of the public.
- c. Consequently, there exists between the members of the Board of Directors, officers, committee members and management employees of both the School and Foundation a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity to their respective nonprofit, tax-exempt legal entity. The members of the Board of Directors, officers and management employees of the School have the responsibility of administering the affairs of the School honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of the School. Likewise, the members of the Board of Directors, officers and management employees of the Foundation have the responsibility of administering the affairs of the Foundation honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of the Foundation. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with their organization or knowledge gained from their organization for their personal benefit. The interests of their organization must have the first priority in all decisions and actions.
- d. The purpose of this conflict-of-interest policy is to prevent the institutional or personal interests of members of the Board of Directors, officers, committee members and management employees from interfering with the performance of their duties to the School and Foundation, and to ensure that there is no personal,

professional, or political gain at the expense of the School or Foundation. This policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest and the recusal of any interested party in a decision relating to them. Furthermore, for all purposes related to the Foundation, this policy is intended to supplement but not replace section 7 of the Foundation's Articles of Incorporation, and any conflicts shall be governed by the terms of the Foundation's Articles of Incorporation.

2. **Persons Concerned:** This policy is directed to all members of the Board of Directors, officers, committee members, (including committee members working on the Seaside School Half-Marathon and 5-K Race) and employees who can influence the actions of the School or the Foundation (collectively referred to as "Covered Persons").
3. **Key Areas in Which Conflict May Arise:** A conflict of interest may exist when the interests or potential interests of any Covered Person or any "Affiliated Person" (as that term is defined below) may be seen as competing with the interests of the School or Foundation, or may impair such person's independence or loyalty to the legal entity (School or Foundation) it represents, volunteers for or is employed by. A conflict of interest may also exist when there is an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any Covered Person in a manner that is adverse to the interests of the School or Foundation. More specifically, conflicts of interest may arise in the relations between Covered Persons and/or Affiliated Persons with any of the following "Third Parties" as those terms are defined below.
  - a. For purposes herein, "Affiliated Persons" include the following:
    - i. Any immediate family member of a Covered Person, including a spouse, domestic partner, child, parent, spouse's parent, grandchild, grandparent, sibling, aunt, uncle or cousin as these relationships are commonly defined by birth, adoption or marriage,
    - ii. Any corporation or organization of which a Covered Person is an officer, director, or a partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class or equity securities, or
    - iii. Any foundation or other estate in which a Covered Person has a substantial beneficial interest or as to which a Covered Person serves as a trustee or in a similar capacity other than the Seaside School Foundation, Inc.
  - b. For purposes herein, "Third Parties" include the following:
    - i. Persons and firms supplying goods and services to the School or Foundation
    - ii. Persons and firms from whom the School or Foundation leases property and equipment
    - iii. Persons and firms with whom the School or Foundation is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
    - iv. Agencies, organizations, and associations that affect the operations of the School or Foundation
    - v. Family members, friends, and other employees

4. **Conflict of Interest Examples:** A conflict of interest may exist if a Covered Person or any Affiliated Persons:
  - a. Have a business or financial interest in any third party dealing with the School. This does not include ownership interest of less than 10 percent of outstanding securities of public corporations.
  - b. Hold office, serve on a board, participate in management, or are employed by any third party dealing with the School or Foundation.
  - c. Volunteer, hold office, serve on a board, participate in management or are employed by any other start-up, association, club, legal entity or educational institution that has a similar mission or attempts to raise funds and fulfill its mission in a manner similar to the one used by the School or Foundation.
  - d. Derive remuneration or other financial gain from a transaction involving the School or Foundation (other than salary reported on a W-2 or W-9 or salary and benefits expressly authorized by the Board).
  - e. Receive gifts from any third party on the basis of his or her position with the School or Foundation (other than occasional gifts valued at no more than \$200, or if valued at more than \$200, the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that this policy does not permit the acceptance of gifts. No personal gift of money should ever be accepted.
  - f. Engage in any outside employment or other volunteer activity that will materially encroach on such person's obligations to the School or Foundation; compete with the activities of the School or Foundation; involve any use of the equipment, supplies, or facilities of the School or Foundation; or imply the sponsorship or support by the School or Foundation of the outside employment or activity.
5. **Interpretation of this Policy:** The examples of conflicting interest listed in this policy and those areas that may give rise to conflict are not exhaustive. Conceivably, conflicts might arise in other areas or through other relations. It is assumed that the members of the Board of Directors, Directors, officers and management employees will recognize such areas and relation by analogy.
6. **Identifying & Disclosing Conflicts**
  - a. The fact that one of the interests described in this policy exists does not mean necessarily that
    - i. a conflict exists, or
    - ii. that the conflict, if it exists, is material enough to be of practical importance, or
    - iii. if material that upon full disclosure of all relevant facts and circumstances that it is necessarily adverse to the interests of the School or Foundation.



- b. However, it is the policy of the School and Foundation that the existence of any of the interests described in this policy shall be disclosed on a timely basis and always before any transaction is consummated. It shall be the continuing responsibility of Covered Persons to scrutinize their transactions, outside business interests and relationships and those of their Affiliated Persons for potential conflicts and to immediately make such disclosures.

## **7. Disclosure Procedures**

- a. Disclosure of any conflict or potential conflict should be made using the Conflict of Interest Questionnaire or by reporting a potential conflict of interest to the Chair or Vice Chair of the legal entity (School or Foundation) you represent, volunteer for or are employed by, as soon as possible.
- b. Transactions with related parties may be undertaken only if all of the following are observed:
  - i. The related party is excluded from the discussion and approval of such transaction;
  - ii. A competitive bid or comparable valuation exists; and
  - iii. The members of the Board of Directors contemplating the transaction have acted upon and demonstrated that the transaction is in the best interest of the organization they represent.
- c. Any disclosure of a conflict or potential conflict should be brought to the attention of the full Board of Directors of the legal entity (School or Foundation) associated with the conflict or potential conflict.
- d. The Board of Directors for the legal entity receiving the disclosure information shall determine whether a conflict exists and is material, and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to the entity the Board of Directors represents. The decision of the Board of Directors on these matters will rest in their sole discretion, and their concern must be the welfare of the entity they govern and represent.

## **8. Violations of this Policy**

- a. If any Covered Person has reasonable cause to believe an individual has failed to disclose any actual or possible conflicts of interest, the person in question shall be informed of the basis for such belief and provided with an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the individual's response and after making further investigation as warranted by the circumstances, the Board of Directors determine the individual has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action as the Board of Directors, in its sole discretion, determines is appropriate.

9. **Annual Statements:** Each Covered Person shall annually sign a statement that affirms such person:
- a. Has received a copy of this conflict-of-interest policy,
  - b. Has read and understands the policy,
  - c. Has agreed to comply with the policy, and
  - d. Understands both the School and Foundation are 501(c)(3)charitable entities and in order to maintain their federal tax exemption, both entities must engage primarily in activities that accomplish one or more of their tax-exempt purposes.

**Seaside School, Inc. and Seaside School Foundation, Inc.**  
**CONFLICT OF INTEREST DISCLOSURE QUESTIONNAIRE**

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*adopted by the Seaside School Inc. on [MONTH] [DATE], [YEAR]*  
*adopted by the Seaside School Foundation, Inc. on 12/19/12*

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For purposes herein, "affiliated persons" include the following:

- i. Any immediate family member, including a spouse, domestic partner, child, parent, spouse's parent, grandchild, grandparent, sibling, aunt, uncle or cousin as these relationships are commonly defined by birth, adoption or marriage,
- ii. Any corporation or organization of which a Covered Person is an officer, director, or a partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class or equity securities, or
- iii. Any foundation or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

Name (please print): \_\_\_\_\_

With the Seaside School, I serve as:

- Director                       executive committee       officer
- committee member       employee
- other, specify: \_\_\_\_\_
- Not applicable

With the Seaside Foundation, I serve as:

- Director                       executive committee       officer
- committee member       employee
- other, specify: \_\_\_\_\_
- Not applicable

In the past year, have any of your affiliated persons received preferential admissions to the School in a manner outside of applicable law and the School's admissions policy?  No  Yes

In the past year, have you or any of your affiliated persons provided services or property (other than (a) your services under an employment contract or (b) donations of cash or cash-equivalents) to the School or Foundation?

No     Yes - If yes, please describe the nature of the services or property:

\_\_\_\_\_  
\_\_\_\_\_

In the past year, have you or any of your affiliated persons purchased services or property from the School or Foundation?

No  Yes - If yes, please describe the purchased services or property:

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Please indicate whether you or any of your affiliated persons had, have, or will have any direct or indirect interest in any business transaction(s) to which the School or Foundation was or is a party.  No  Yes - If yes, describe the transaction(s):

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Did you or any of your affiliated persons owe money to the School or Foundation at any time in the past year?

No  Yes - If yes, please describe the indebtedness:

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In the past year, did you or any of your affiliated persons receive, or were entitled to receive, directly or indirectly, any benefits from, or as a result of your relationship with the School or Foundation that in the aggregate could be valued in excess of \$200 that were not or will not be compensation directly related to your duties to the School or Foundation?

No  Yes - If yes, please describe the benefit:

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Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving the School or Foundation?

No  Yes - If yes, please describe the proceeding(s):

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In the past year, did you or any of your affiliated persons volunteer, hold office, serve on a board, participate in management or engage in employment with any other start-up, association, club, legal entity or educational institution that has a similar mission or attempts to raise funds and fulfill its mission in a manner similar to the one used by the School or Foundation?

No  Yes - If yes, please describe the situation:

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Are you aware of any other events, transactions, arrangements, or other situations that you believe should be examined by the Directors or the executive committee in accordance with the terms and intent of the conflict-of-interest policy?

No  Yes - If yes, please describe the situation(s):

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I HEREBY CONFIRM that:

1. I have received, read, understand and agree to abide by the Conflict-of-Interest Policy,
2. I understand the School and Foundation are both 501(c)(3) charitable entities and in order to maintain their federal tax exemptions both entities must engage primarily in activities that accomplish one or more of their tax-exempt purposes.
3. My responses to the above questions are complete and correct to the best of my knowledge and belief.

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Signature

Date

Seaside School, Inc. & Seaside School Foundation, Inc.

## DONOR BILL OF RIGHTS

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*adopted by the Seaside School Foundation, Inc. on 12/19/12*

*adopted by the Seaside School, Inc. on 1/24/13*

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Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To ensure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the Seaside School, Inc. (the "School"), the Seaside School Foundation, Inc. (the "Foundation") and the causes they are asked to support, we declare that all donors have these rights:

1. **Mission:** To be informed of the mission of the School and Foundation, of the way each organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.
2. **Governing Boards:** To be informed of the identity of those serving on the governing boards for both the School and Foundation, and to expect the boards to exercise prudent judgment in their stewardship responsibilities.
3. **Financial Statements:** To have access to the most recent financial statements for the School and Foundation.
4. **Gift Purpose:** To be assured their gifts will be used for the purposes for which they were given.
5. **Acknowledgment:** To receive appropriate acknowledgement and recognition.
6. **Confidentiality:** To be assured that information about their donation is handled with respect and with confidentiality to the extent provided by law and the policies of the School and Foundation.
7. **Professionalism:** To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.
8. **Solicitors:** To be informed whether those seeking donations are volunteers, employees of the School or Foundation, or hired solicitors.
9. **Mailing Lists:** To have the opportunity for their names to be deleted from mailing lists that the School or Foundation may intend to share.
10. **Questions:** To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

## Seaside Neighborhood School Space Request

**Date of Request:** \_\_\_\_\_

**Requestor:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_

**Food & Beverage/Caterer:** \_\_\_\_\_

**Name of Event:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_

**Venue Rental:**

	*Set Up Date - Start & End Time	Event Begin & End Time	Event Break Down Start & End Time	# People
1. Dance Room	_____	_____	_____	_____
2. Building 1	_____	_____	_____	_____
3. Building 2	_____	_____	_____	_____
4. Building 3	_____	_____	_____	_____
5. Other	_____	_____	_____	_____

**Will this be a ticketed event? If so, how many tickets will be sold? What is price of ticket?**

**What additional provisions are to be made for extra security, such as off-duty deputies?**

**What equipment (sound, props, stage, tent) will be placed in the venue? Explain electrical needs.**

**Who is to be responsible for trash collection?**

**Attach preliminary parking plan - how many cars expected; will off-site parking be required?**

**Irrigation Requests?**

**This approval is contingent upon the event planner adhering to the "Seaside School Space Request Guidelines," which are attached.**

**\*Fee to be paid to made payable to SEASIDE SCHOOL INC.: \$ \_\_\_\_\_**

**\* Adjusted at the time of billing to fee in effect at time of event.**

<b>SEASIDE USE ONLY REVIEWED:</b>	
<b>PRINCIPAL</b> _____	<b>DATE:</b> _____
<b>ADMINISTRATIVE ASSISTANT</b> _____	<b>DATE:</b> _____
<b>PLANT MANAGER</b> _____	<b>DATE:</b> _____

\_\_\_\_\_  
APPROVED

\_\_\_\_\_  
DECLINED

\_\_\_\_\_  
BOARD PRESIDENT APPROVAL SIGNATURE

\_\_\_\_\_  
DATE

"REV. 7/14/4510/17/17"

## SEASIDE Event Guidelines

### Seaside School 3<sup>rd</sup> Party Facilities Use Policy

**Purpose:** To establish policies and procedures for use of School facilities and premises for users and uses unrelated to the primary function of the School.

**Committee Oversight:** Governance, Building and Buildings & Maintenance Grounds

**General Policies:** The Seaside School Board of Directors will consider formal requests for use of the school premises, after review and recommendation of the Buildings & Maintenance Committee Governance and Building and Grounds Committees.

- All approved users will be required to provide general liability insurance in the minimum single occurrence coverage amount \$1,000,000.00, and including Seaside School and the Seaside School Foundation as additional named insureds.
- Fees for any use will be based on type of use and estimated impact on School facilities, and will be determined upon recommendation by the Governance and Buildings & Maintenance Committee Grounds Committees. The minimum use fee shall be \$150.00, unless otherwise waived under the terms of this Policy.
- Special consideration and fee waivers may be granted by the Board of Directors for uses that are performed by employees of the School and for students of the School, or for community service uses that the Board of Directors may approve on a case-by-case basis, and at the Board's sole discretion.
- The Board of Directors may from time to time revise policies and procedures guiding such use; and also reserves the right to approve or deny any use, for any reason whatsoever, and to revise terms and/or fees for use.

**Procedures:**

- Requests for use shall be directed to the Governance Committee and Buildings & Maintenance Grounds Committee for review, prior to presentation to the Board of Directors.
- The committees will jointly determine appropriate fee, if any, and will distribute summary of request and recommendation to Board members.
- Board of Directors may provide approval/denial by way of electronic communication/circulation, or within the agenda of a regularly scheduled Board meeting or applicable committee meeting.
- Committee head heads will direct appropriate School employee(s) or other designated person(s) in the oversight of any approved use, which designated person(s) duties will include:
  - finalize Use Agreement execution - Agreement must first be signed by Committee head or Board Chairman, and designated person will then have 3<sup>rd</sup> Party execute prior to commencement of any use.
  - review 3<sup>rd</sup> party's insurance policy/rider for compliance with Policy, and file a copy along with the use application and Use Agreement documents;
  - collect approved fees, prior to actual use of facilities by 3<sup>rd</sup> party, and deposit/distribute to appropriate personnel;
  - provide approved 3<sup>rd</sup> party access to, and assure the security and condition of facilities following use;
  - report to Board of Directors or Committee head any concerns or issues following any particular use;
  - perform other such duties as the Board of Directors may institute from time to time regarding 3<sup>rd</sup> party use policy.

**Attachments:** Use Application; Use Agreement



**I acknowledge that I have read, understand, and will abide by all the Event Rules and Regulations set forth by Seaside School, Inc.**

\_\_\_\_\_ **Event Requestor Signature and Print Name**

\_\_\_\_\_ **Date**

"Rev. 7/14/15 10/17/17"

# Seaside Neighborhood School Google Apps for Education Acceptable Use Policy

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Seaside Neighborhood School provides all 5-8 students with Google Apps for Education (GAFE) accounts to support instruction. GAFE includes free, web-based programs such as Google Docs, Slides, Sheets, Mail, Calendar, Drive, and Classroom. These services are made available through an agreement between Google and Seaside Neighborhood School. Instructional staff will frequently use these online tools to create, post, and collect student work. Students are expected to monitor their online Google accounts to stay up to date on classroom work.

GAFE are available anywhere with Internet access. School staff will monitor student use when students are at school. Parents are responsible for monitoring student work while at home. Students are responsible for their own behavior at all times.

Students will use Google email accounts for other educationally relevant online services such as IXL, JasperActive, and TeacherEase. Per the Children's Online Privacy Protection Act (COPPA), online services must provide parents with notification and obtain consent before collection of personal information from children under the age of 13. However, the law permits Seaside Neighborhood School to consent to the collection of personal information on behalf of its students. This information will be limited to students' first and last name, username, and Google email address.

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## **Acceptable Use**

GAFE are intended for educational use. Students may use GAFE subject to the restrictions below and in addition to the Network and Internet Acceptable Use of the Walton County School District rules and policies that may apply.

**Privacy:** School staff, administrators, and network administrators have access to student applications for monitoring purposes. Seasideschools.net Google accounts are maintained by an on-site network administrator. Students have no expectation of privacy when using Google Apps for Education.

**Email Address:** Students will be provided a unique email address composed of their last name and first initial @seasideschools.net. These accounts have been restricted to only allow communication between other users of the seasideschools.net domain. Students should only use their accounts for school related correspondence and activity.

**Chromebooks:** Seaside Neighborhood School provides Chromebooks to facilitate the use of GAFE in an instructional setting. Students should treat technology resources with respect and care. Students may be responsible for damage to technology incurred while in their care.

Students may not alter device settings so as to interfere with the use of the Chromebook by students or staff.

**Limited use:** Students may not use GAFE for:

- Illegal activities
- Commercial or financial purposes such as running a business or online commerce
- Inappropriate sexual or other offensive content
- Making threats or harassing another student or individual (cyberbullying)
- Downloading, streaming, or accessing data that may interfere with the operation of Seaside Neighborhood School's network and server
- Misrepresentation of Seaside Neighborhood School, staff, or students. GAFE are an extension of classroom instruction.
- Facilitating plagiarism
- Accessing social media sites including, but not limited to Facebook, Instagram, or Twitter

**Safety:** Students may not post personal contact information about themselves or others including: names, addresses, or phone numbers

Students are responsible for the use of their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no circumstance should a student provide his or her password to another person.

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#### **Access Restriction – Student Rights and Due Process**

Access to GAFE is a privilege conferred at the discretion of Seaside Neighborhood School. Seaside Neighborhood School maintains the right to withdraw or suspend GAFE access when there is reason to believe that violations of the law or acceptable use policies have occurred. In such cases, the alleged violation will be referred to the school administrator for further investigation and intervention. Pending administrator review, a user account may be suspended or terminated. Students may appeal account termination decisions to the parent liaison and/or Seaside School Board.

Student user accounts will become inactive upon leaving Seaside Neighborhood School and/or Seacoast Collegiate High School. Student data may also be deleted. It is the responsibility of the student to migrate any relevant desired data prior to withdrawal.

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#### **Acknowledgements and Consent:**

I understand that by participating in GAFE, information about my child will be collected and stored electronically. I have read, understand, and agree to abide by the provisions of the privacy policies associated with the use of Google Apps for Education (<http://www.google.com/a/help/intl/en/edu/privacy.html>) and the preceding GAFE acceptable use policy provided by Seaside Neighborhood School. I understand that I may ask for my student's account to be removed at any time.

\_\_\_\_ Yes, I give permission for my child to be given a full @seasideschools.net Google Apps for Education account.

\_\_\_\_ No, I do not give permission for my child to be given a full @seasideschools.net Google Apps for Education account. This means my child will NOT receive an email account or access to other Google Apps for education such as Docs, Slides, Sheets, Mail, Calendar, Drive, and Classroom.

Print name: \_\_\_\_\_ Grade: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Diabetes

**The Seaside School, Inc.**  
**Authorization for the Assistance in and Administration of Insulin Therapy and**  
**Diabetes Management**

I authorize the assistance in and administration of insulin therapy and diabetes management in accordance with the attached Diabetes Medical Management Plan (DMMP) to be given to my child by the school secretary, or by the person delegated by the school secretary when the school secretary is not available.

I understand that the school secretary, Marianne Lance, any person delegated by the school secretary, and The Seaside School, Inc., shall have no liability as a result of implementation of the DMMP by the school secretary or designee(s) to the student and that the parents or guardians shall indemnify and hold harmless The Seaside School, Inc. and its employees or agents against any claims arising out of the assistance and/or administration thereof.

Any student who has provided a DMMP to The Seaside School, Inc. shall have a designee available, either a nurse or other designee, upon the request of a parent/guardian, for field trips, athletics, and after school activity programs sponsored by The Seaside School, Inc. It is the responsibility of the parent/guardian(s) of the authorized student to notify the school secretary and/or principal in writing if their child participates in a function sponsored by The Seaside School, Inc. and if there is a need for a delegate trained in the administration of insulin therapy and diabetes management.

This authorization is effective for the school year 2018-2019.

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Signature of Parent / Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

# Diabetes Medical Management Plan (DMMP)

This plan should be completed by the student's personal diabetes health care team, including the parents/guardians. It should be reviewed with relevant school staff and copies should be kept in a place that can be accessed easily by the school nurse, trained diabetes personnel, and other authorized personnel.

Date of plan: \_\_\_\_\_ This plan is valid for the current school year: \_\_\_\_\_-\_\_\_\_\_

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## Student information

Student's name: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
 Date of diabetes diagnosis: \_\_\_\_\_  Type 1  Type 2  Other: \_\_\_\_\_  
 School: \_\_\_\_\_ School phone number: \_\_\_\_\_  
 Grade: \_\_\_\_\_ Homeroom teacher: \_\_\_\_\_  
 School nurse: \_\_\_\_\_ Phone: \_\_\_\_\_

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## Contact information

**Parent/guardian 1:** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email address: \_\_\_\_\_

**Parent/guardian 2:** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email address: \_\_\_\_\_

**Student's physician/health care provider:** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Emergency number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

**Other emergency contacts:**  
 Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

## Checking blood glucose

**Brand/model of blood glucose meter:** \_\_\_\_\_

**Target range of blood glucose:**

**Before meals:**  90–130 mg/dL  Other: \_\_\_\_\_

**Check blood glucose level:**

- Before breakfast  After breakfast  \_\_\_\_ Hours after breakfast  2 hours after a correction dose  
 Before lunch  After lunch  \_\_\_\_ Hours after lunch  Before dismissal  
 Mid-morning  Before PE  After PE  Other: \_\_\_\_\_  
 As needed for signs/symptoms of low or high blood glucose  As needed for signs/symptoms of illness

**Preferred site of testing:**  Side of fingertip  Other: \_\_\_\_\_

*Note: The side of the fingertip should always be used to check blood glucose level if hypoglycemia is suspected.*

**Student's self-care blood glucose checking skills:**

- Independently checks own blood glucose  
 May check blood glucose with supervision  
 Requires a school nurse or trained diabetes personnel to check blood glucose  
 Uses a smartphone or other monitoring technology to track blood glucose values

**Continuous glucose monitor (CGM):**  Yes  No Brand/model: \_\_\_\_\_

Alarms set for: Severe Low: \_\_\_\_\_ Low: \_\_\_\_\_ High: \_\_\_\_\_

Predictive alarm: Low: \_\_\_\_\_ High: \_\_\_\_\_ Rate of change: Low: \_\_\_\_\_ High: \_\_\_\_\_

Threshold suspend setting: \_\_\_\_\_

## Additional information for student with CGM

- Confirm CGM results with a blood glucose meter check before taking action on the sensor blood glucose level. If the student has signs or symptoms of hypoglycemia, check fingertip blood glucose level regardless of the CGM.
- Insulin injections should be given at least three inches away from the CGM insertion site.
- Do not disconnect from the CGM for sports activities.
- If the adhesive is peeling, reinforce it with approved medical tape.
- If the CGM becomes dislodged, return everything to the parents/guardians. Do not throw any part away.
- Refer to the manufacturer's instructions on how to use the student's device.

Student's Self-care CGM Skills	Independent?	
The student troubleshoots alarms and malfunctions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student knows what to do and is able to deal with a HIGH alarm.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student knows what to do and is able to deal with a LOW alarm.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student can calibrate the CGM.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The student knows what to do when the CGM indicates a rapid trending rise or fall in the blood glucose level.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The student should be escorted to the nurse if the CGM alarm goes off:  Yes  No

Other instructions for the school health team: \_\_\_\_\_



## Hypoglycemia treatment

Student's usual symptoms of hypoglycemia (list below): \_\_\_\_\_

\_\_\_\_\_

If exhibiting symptoms of hypoglycemia, OR if blood glucose level is less than \_\_\_\_\_ mg/dL, give a quick-acting glucose product equal to \_\_\_\_\_ grams of carbohydrate.

Recheck blood glucose in 15 minutes and repeat treatment if blood glucose level is less than \_\_\_\_\_ mg/dL.

Additional treatment: \_\_\_\_\_

**If the student is unable to eat or drink, is unconscious or unresponsive, or is having seizure activity or convulsions (jerking movement):**

- Position the student on his or her side to prevent choking.
- Give glucagon:             1 mg             ½ mg             Other (dose) \_\_\_\_\_
  - Route:                     Subcutaneous (SC)             Intramuscular (IM)
  - Site for glucagon injection:  Buttocks     Arm             Thigh             Other: \_\_\_\_\_
- Call 911 (Emergency Medical Services) and the student's parents/guardians.
- Contact the student's health care provider.

## Hyperglycemia treatment

Student's usual symptoms of hyperglycemia (list below): \_\_\_\_\_

\_\_\_\_\_

- Check  Urine  Blood for ketones every \_\_\_\_ hours when blood glucose levels are above \_\_\_\_\_ mg/dL.
- For blood glucose greater than \_\_\_\_\_ mg/dL AND at least \_\_\_\_ hours since last insulin dose, give correction dose of insulin (see correction dose orders).
- Notify parents/guardians if blood glucose is over \_\_\_\_\_ mg/dL.
- For insulin pump users: see **Additional Information for Student with Insulin Pump**.
- Allow unrestricted access to the bathroom.
- Give extra water and/or non-sugar-containing drinks (not fruit juices): \_\_\_\_\_ ounces per hour.

Additional treatment for ketones: \_\_\_\_\_

- Follow physical activity and sports orders. (See **Physical Activity and Sports**)

If the student has symptoms of a hyperglycemia emergency, call 911 (Emergency Medical Services) and contact the student's parents/guardians and health care provider. Symptoms of a hyperglycemia emergency include: dry mouth, extreme thirst, nausea and vomiting, severe abdominal pain, heavy breathing or shortness of breath, chest pain, increasing sleepiness or lethargy, or depressed level of consciousness.

## Insulin therapy

Insulin delivery device:     Syringe                     Insulin pen                     Insulin pump

Type of insulin therapy at school:  Adjustable (basal-bolus) insulin     Fixed insulin therapy     No insulin



## Insulin therapy (continued)

### Adjustable (Basal-bolus) Insulin Therapy

- **Carbohydrate Coverage/Correction Dose:** Name of insulin: \_\_\_\_\_
- **Carbohydrate Coverage:**
  - Insulin-to-carbohydrate ratio:** \_\_\_\_\_ **Lunch:** 1 unit of insulin per \_\_\_\_\_ grams of carbohydrate
  - Breakfast:** 1 unit of insulin per \_\_\_\_\_ grams of carbohydrate **Snack:** 1 unit of insulin per \_\_\_\_\_ grams of carbohydrate

<b>Carbohydrate Dose Calculation Example</b>
$\frac{\text{Total Grams of Carbohydrate to Be Eaten}}{\text{Insulin-to-Carbohydrate Ratio}} = \text{Units of Insulin}$

**Correction dose:** Blood glucose correction factor (insulin sensitivity factor) = \_\_\_\_\_ Target blood glucose = \_\_\_\_\_ mg/dL

<b>Correction Dose Calculation Example</b>
$\frac{\text{Current Blood Glucose} - \text{Target Blood Glucose}}{\text{Correction Factor}} = \text{Units of Insulin}$

**Correction dose scale** (use instead of calculation above to determine insulin correction dose):

Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units    Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units  
 Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units    Blood glucose \_\_\_\_\_ to \_\_\_\_\_ mg/dL, give \_\_\_\_\_ units

See the worksheet examples in **Advanced Insulin Management: Using Insulin-to-Carb Ratios and Correction Factors** for instructions on how to compute the insulin dose using a student's insulin-to-carb ratio and insulin correction factor.

#### When to give insulin:

##### Breakfast

- Carbohydrate coverage only
- Carbohydrate coverage plus correction dose when blood glucose is greater than \_\_\_\_\_ mg/dL and \_\_\_\_\_ hours since last insulin dose.
- Other: \_\_\_\_\_

##### Lunch

- Carbohydrate coverage only
- Carbohydrate coverage plus correction dose when blood glucose is greater than \_\_\_\_\_ mg/dL and \_\_\_\_\_ hours since last insulin dose.
- Other: \_\_\_\_\_

##### Snack

- No coverage for snack
- Carbohydrate coverage only
- Carbohydrate coverage plus correction dose when blood glucose is greater than \_\_\_\_\_ mg/dL and \_\_\_\_\_ hours since last insulin dose.
- Correction dose only: For blood glucose greater than \_\_\_\_\_ mg/dL AND at least \_\_\_\_\_ hours since last insulin dose.
- Other: \_\_\_\_\_

## Insulin therapy (continued)

**Fixed Insulin Therapy** Name of insulin: \_\_\_\_\_

- \_\_\_\_\_ Units of insulin given pre-breakfast daily
- \_\_\_\_\_ Units of insulin given pre-lunch daily
- \_\_\_\_\_ Units of insulin given pre-snack daily
- Other: \_\_\_\_\_

### Parents/Guardians Authorization to Adjust Insulin Dose

- Yes  No Parents/guardians authorization should be obtained before administering a correction dose.
- Yes  No Parents/guardians are authorized to increase or decrease correction dose scale within the following range: +/- \_\_\_\_\_ units of insulin.
- Yes  No Parents/guardians are authorized to increase or decrease insulin-to-carbohydrate ratio within the following range: \_\_\_\_\_ units per prescribed grams of carbohydrate, +/- \_\_\_\_\_ grams of carbohydrate.
- Yes  No Parents/guardians are authorized to increase or decrease fixed insulin dose within the following range: +/- \_\_\_\_\_ units of insulin.

### Student's self-care insulin administration skills:

- Independently calculates and gives own injections.
- May calculate/give own injections with supervision.
- Requires school nurse or trained diabetes personnel to calculate dose and student can give own injection with supervision.
- Requires school nurse or trained diabetes personnel to calculate dose and give the injection.

## Additional information for student with insulin pump

**Brand/model of pump:** \_\_\_\_\_ **Type of insulin in pump:** \_\_\_\_\_

**Basal rates during school:** Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_ Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_  
 Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_ Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_  
 Time: \_\_\_\_\_ Basal rate: \_\_\_\_\_

**Other pump instructions:** \_\_\_\_\_  
 \_\_\_\_\_

**Type of infusion set:** \_\_\_\_\_

**Appropriate infusion site(s):** \_\_\_\_\_

- For blood glucose greater than \_\_\_\_\_ mg/dL that has not decreased within \_\_\_\_ hours after correction, consider pump failure or infusion site failure. Notify parents/guardians.
- For infusion site failure: Insert new infusion set and/or replace reservoir, or give insulin by syringe or pen.
- For suspected pump failure: Suspend or remove pump and give insulin by syringe or pen.

### Physical Activity

- May disconnect from pump for sports activities:  Yes, for \_\_\_\_ hours  No
- Set a temporary basal rate:  Yes, \_\_\_\_ % temporary basal for \_\_\_\_ hours  No
- Suspend pump use:  Yes, for \_\_\_\_ hours  No

**Additional information for student with insulin pump** (continued)

Student's Self-care Pump Skills	Independent?	
Counts carbohydrates	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Calculates correct amount of insulin for carbohydrates consumed	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Administers correction bolus	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Calculates and sets basal profiles	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Calculates and sets temporary basal rate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Changes batteries	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Disconnects pump	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Reconnects pump to infusion set	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Prepares reservoir, pod, and/or tubing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inserts infusion set	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Troubleshoots alarms and malfunctions	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Other diabetes medications**

Name: \_\_\_\_\_ Dose: \_\_\_\_\_ Route: \_\_\_\_\_ Times given: \_\_\_\_\_

Name: \_\_\_\_\_ Dose: \_\_\_\_\_ Route: \_\_\_\_\_ Times given: \_\_\_\_\_

**Meal plan**

Meal/Snack	Time	Carbohydrate Content (grams)
Breakfast		_____ to _____
Mid-morning snack		_____ to _____
Lunch		_____ to _____
Mid-afternoon snack		_____ to _____

Other times to give snacks and content/amount: \_\_\_\_\_

Instructions for when food is provided to the class (e.g., as part of a class party or food sampling event): \_\_\_\_\_

Special event/party food permitted:  Parents'/Guardians' discretion  Student discretion

**Student's self-care nutrition skills:**

- Independently counts carbohydrates
- May count carbohydrates with supervision
- Requires school nurse/trained diabetes personnel to count carbohydrates

### Physical activity and sports

A quick-acting source of glucose such as  glucose tabs and/or  sugar-containing juice must be available at the site of physical education activities and sports.

Student should eat  15 grams  30 grams of carbohydrate  other: \_\_\_\_\_

before  every 30 minutes during  every 60 minutes during  after vigorous physical activity  other: \_\_\_\_\_

If most recent blood glucose is less than \_\_\_\_\_ mg/dL, student can participate in physical activity when blood glucose is corrected and above \_\_\_\_\_ mg/dL.

Avoid physical activity when blood glucose is greater than \_\_\_\_\_ mg/dL or if urine/blood ketones are moderate to large.

(See **Administer Insulin** for additional information for students on insulin pumps.)

### Disaster plan

To prepare for an unplanned disaster or emergency (72 hours), obtain emergency supply kit from parents/guardians.

Continue to follow orders contained in this DMMP.

Additional insulin orders as follows (e.g., dinner and nighttime): \_\_\_\_\_

\_\_\_\_\_

Other: \_\_\_\_\_

### Signatures

This Diabetes Medical Management Plan has been approved by:

\_\_\_\_\_  
Student's Physician/Health Care Provider Date

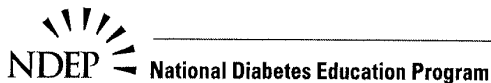
I, (parent/guardian) \_\_\_\_\_, give permission to the school nurse or another qualified health care professional or trained diabetes personnel of (school) \_\_\_\_\_ to perform and carry out the diabetes care tasks as outlined in (student) \_\_\_\_\_ Diabetes Medical Management Plan. I also consent to the release of the information contained in this Diabetes Medical Management Plan to all school staff members and other adults who have responsibility for my child and who may need to know this information to maintain my child's health and safety. I also give permission to the school nurse or another qualified health care professional to contact my child's physician/health care provider.

Acknowledged and received by:

\_\_\_\_\_  
Student's Parent/Guardian Date

\_\_\_\_\_  
Student's Parent/Guardian Date

\_\_\_\_\_  
School Nurse/Other Qualified Health Care Personnel Date



*Epi pen*

**PARENTAL AUTHORIZATION**  
**EMERGENCY ADMINISTRATION OF EPINEPHRINE**

Parent/ Guardian: Please complete the following items:

List all the allergens that affect your child:

List the allergens that you know could cause a severe allergic anaphylactic reaction in your child:

Describe the signs and symptoms your child exhibits during a mild allergic reaction not requiring the use of epinephrine:

Has your child ever had a severe allergic reaction requiring the administration of an Epi pen (epinephrine) injection?

YES \_\_\_\_\_ DATE \_\_\_\_\_  
NO \_\_\_\_\_

Describe the signs and symptoms your child exhibits during a severe allergic (anaphylactic) reaction requiring the use of epinephrine:

Describe any side effects your child experienced from the use of this medication:

List any other pertinent information (medical and or psychosocial) we should know about your child.

\_\_\_\_\_  
Signature of Parent/ Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of School Secretary

\_\_\_\_\_  
Date

Elper

**The Seaside School, Inc.**  
**Authorization for the Emergency Administration of Epinephrine**

I authorize the administration of a pre-filled single dose auto-injector mechanism containing epinephrine be given to my child by the school secretary, or by the person delegated by the school secretary when the school secretary is not available, if my child is experiencing anaphylaxis and does not have the capability for self-administration of the medication.

I understand that the school secretary, Marianne Lance, any person delegated by the school secretary, and The Seaside School, Inc., shall have no liability as a result of any injury arising from the administration of a pre-filled, single dose auto-injector mechanism containing epinephrine by the school secretary or designee(s) to the student and that the parents or guardians shall indemnify and hold harmless The Seaside School, Inc. and its employees or agents against any claims arising out of the administration of a pre-filled, single dose auto-injector mechanism containing epinephrine to the pupil.

Any student who has provided authorization for the emergency administration of epinephrine to The Seaside School, Inc. shall have a designee available, either a secretary or other designee, upon the request of a parent/guardian, for field trips, athletics, and after school activity programs sponsored by The Seaside School, Inc. It is the responsibility of the parent/guardian(s) of the authorized student to notify the school secretary and/or principal in writing if their child participates in a function sponsored by The Seaside School, Inc. and if there is a need for a delegate trained in the administration of emergency use of epinephrine by auto injector.

This authorization is effective for the school year 2018-2019.

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Signature of Parent / Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

**Seaside School, Inc. & Seaside School Foundation, Inc.**

## **NAMING POLICY**

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*adopted by the Seaside School Foundation, Inc. on 12/19/12*

*adopted by the Seaside School, Inc. on 1/24/13*

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On an ongoing basis, the Seaside School Foundation, Inc. (the "Foundation") and Seaside School, Inc. (the "School") seek significant gifts to construct facilities, purchase equipment, endow major programs and support operations of the School and Foundation.

Subject to any restrictions imposed by applicable law, it is the policy of the School and Foundation to name restricted funds, programs, facilities and space within facilities in honor of significant benefactors who financially support the School and/or the Foundation. The governing body of the appropriate entity is limited to naming funds, facilities and programs it owns. That is, for example, the School is not permitted to name facilities owned by the Foundation, and the Foundation is not permitted to name facilities owned by the School. Both entities agree to inform and seek input from the other entity before evaluating whether to name a facility or space within a facility.

The School and Foundation, as appropriate, will establish specific policies and protocol for referring to named funds, programs, facilities and space within facilities as the opportunities arise.

In the absence of a specific written policy, individuals should consult with the Chair of the Foundation or in his/her absence, the Chair of the School Board, for guidance about how to properly and publicly recognize and refer to named funds, programs, facilities and space within facilities.



Seaside School, Inc. and Seaside School Foundation, Inc.

# WHISTLEBLOWER PROTECTION POLICY

*adopted by the Seaside School, Inc. on 1/24/13*

*adopted by the Seaside School Foundation, Inc. on 12/19/12*

- I. **Introduction:** Both the Seaside School, Inc. (the "School") and the Seaside School Foundation, Inc. (the "Foundation") expect all staff and members of their Board of Directors to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees, officers, and representatives of the School and Foundation, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. Set forth below is the policy of the School and Foundation with respect to reporting good-faith concerns about the legality or propriety of the actions or plans of the School and Foundation.
- II. **Whistleblower:** A "whistleblower" under this policy is any employee, officer or board member of the School or Foundation who reports, in accordance with this Policy, conduct or a practice that he/she reasonably and in good faith believes is in violation of applicable law, regulations or School or Foundation policies. The whistleblower is not required or permitted to investigate the activity or to determine fault or corrective measures; as appropriate, the Chair of the governing board, Directors of the governing Board and School Principal are charged with such responsibilities.
- III. **Reporting of Concerns or Complaints:** If an individual has knowledge of, or a reasonable, good-faith belief that, unlawful or fraudulent activity has occurred or is occurring, the individual is to report it to any of the following who is not the offending person: the Chair of the School Board or the Vice Chair of the School Board or the Chair of the Foundation Board or the Vice Chair of the Foundation Board or the School Principal. The reporting individual must exercise sound judgment to avoid baseless allegations. An individual who intentionally makes a false report may be subject to discipline, up to and including termination, in the case of employees and removal from office in the case of School Board Directors, Foundation Board Directors and other volunteers.
- IV. **Reportable Activities:** Examples of activities that may be reported under this policy are violations of federal, state or local laws or regulations and violations of School or Foundation policies, including fraudulent financial reporting or violations of accounting or financial policies.
- V. **Protection.** Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as consistent with a thorough and appropriate investigation or the requirements of law, the confidentiality of the whistleblower will be maintained. Any whistleblower who believes he/she has been or is being subjected to (or has witnessed or otherwise has knowledge of) retaliatory treatment should immediately report it in the manner described above. Retaliatory conduct is grounds for immediate discipline, up to and including termination or removal. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.
- VI. **Questions & Annual Review**
  - A. Employees with questions regarding this policy should contact the School Principal.
  - B. Board members or others with questions regarding this policy should contact the Chair of the Board on which they serve
  - C. To honor the purpose and spirit of this policy, all School and Foundation Directors, officers and staff shall review and acknowledge their understanding of this policy on an annual basis.

## Acknowledgement

I HEREBY CONFIRM that I have read and understand this Whistleblower Protection Policy and will strive to uphold it to the best of my ability.

Signature

Date



PROPOSED COPY

## **Clover Garden School Student and Staff Grievance Policy**

### **Recommend replacing the existing policy with this alternate grievance policy:**

Strive to develop a school culture that allows for fair complaint and dissent so that those issues between the grievant and the associated or affected second party are more easily and earlier, resolved. The best conflict resolution is to avoid the conflict in the first place.

Step one: Grievants are asked to first address the issue with the staff member with whom the parent or student has a grievance. If the issue is not resolved, a formal written grievance may be submitted to the director of Clover Garden School and grievant must meet face-to-face with the director within 10 business days of the occurrence. The director will complete the “Step 1/Grievance Form” which provides a written record of the meeting, including the name of the complainant, date of occurrence, date of conference, type of grievance, a description of the grievance and a brief description of the disposition of the grievance. This written record must be signed by both parties, whereby the complainant would circle “yes” or “no” to acknowledge whether the grievance was accurately described on the standardized form. If the complainant circles “no” on the completed Grievance Form he/she must submit a written description of the face-to-face meeting to be attached to the grievance form. The grievant must also indicate on this form whether or not they request a future hearing.

Step 2: In the event that the director is not able to resolve the issue to the satisfaction of the parent, he or she may request a hearing before the board of directors by submitting such request in writing to the board chairman. Upon receiving such a request for hearing, the board chairman will schedule time during a regularly scheduled board meeting to address the parent’s grievance. The grievant must provide all documents concerning this grievance to the BOD three business days prior to the regularly scheduled BOD meeting for the purpose of preparing and processing an agenda. The BOD will hear the grievance in executive session. The BOD will maintain a written record including the name of the student or parent, date of review, a description of the grievance, and a brief summary of the disposition of the grievance and their recommendations. Within five business days this report of actions advised by the BOD will be provided to the parent or student and the director. The decision by the board will be final.