

Seaside School, Inc

April Board Meeting

Published on March 15, 2024 at 12:48 PM CDT Amended on April 18, 2024 at 5:08 PM CDT

Date and Time Thursday April 18, 2024 at 5:30 PM CDT

Location

Seacoast Collegiate High School, Room 119/120 109 Greenway Trail Santa Rosa Beach, FL 32459

> Founded in 1996 Serving Students in Grades 5 - 12

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

Information on procedures for public comment can be found at https://www.seasideschools.net/domain/35.

If anyone needs special assistance to participate in the public input session, every effort will be made to provide an appropriate accommodation. When requesting accommodations for public input, please allow no less than 1 business day notice prior to the scheduled meeting. Specific issues about a particular student should only be addressed to the school's Director of Student Services, rather than the Board of Directors.

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

Agen	da				
			Purpose	Presenter	Time
I.	Ор	ening Items			5:30 PM
	Α.	Record Attendance		Melissa Wilcox	1 m
	В.	Call the Meeting to Order		Kav Tucker	1 m
	C.	Approve Minutes	Approve Minutes	Kav Tucker	1 m
		Approve minutes for March Board Meeting on March 14, 2024			
	D.	Consent Agenda	Vote	Kav Tucker	5 m
		Vote to Approve: March Financials Highlights:			
		 Current year Revenue & Expense statements shows a \$132K surplus. On the Financial Review Tab you will find the comparison of FEFP earned to the budget. Also included is detail on the Receivables for Capital Outlay, LCIR & the General Appropriation. 			
		Use of SNS Building: ECTC Summer Camp Writers Conference King & Walker CPA firm (audit engagement for 23/24 school year)			
Ш.	Dev	velopment			5:38 PM
	A.	High School Expansion	Discuss	Mike Kerrigan	3 m
	construction progress update				

			Purpose	Presenter	Time
	В.	Triumph Grant Consultant	Vote	Mike Kerrigan	5 m
		Vote for TSG Advisors			
	C.	Updates	FYI	Mike Kerrigan	5 m
	D.	Major Gifts/Capital Campaign Consultant	Vote	Lloyd Blue	10 m
		- Sharity - Jim Rice - Brian Boone			
III.	Exe	ecutive Committee			6:01 PM
	Α.	Expansion	Discuss	Kav Tucker	5 m
		GMP Pricing			
IV.	Fin	ance			6:06 PM
		pruary Financials			
	SC	HS Expansion			
	Α.	Financials	FYI	Frank "Chip" Brown	5 m
		Highlights:			
		 Current year Revenue & Expense statement On the Financial Review Tab you will find the budget. Also included is detail on the Received 	of FEFP earned to		
		General Appropriation.			
	В.	SCHS Expansion	Discuss	Kav Tucker	10 m
		Proposed Term Sheet Attached			
V.	Go	vernance			6:21 PM
	Α.	Vote on Bylaws	Vote	Robert Kauffman	5 m
		Review proposed amendments for vote.			

			Purpose	Presenter	Time
VI.	Sch	nool Leadership Team			6:26 PM
	Α.	Executive Director Updates Executive Director Report (<u>Click here</u>)	FYI	Thomas Miller	5 m
	В.	Middle School Principal Updates Middle School Principal Update:	FYI	Kim Mixson	10 m

*Our HS and MS debate teams are headed to the State Tournament this weekend. *The middle school team has been busy getting ready for 8th grade graduation. *We have been anxiously waiting to welcome our new students for next year. I am grateful for the help of Courtney Fail, Michelle Peterson, the House Leaders, and everyone who helped deliver the welcome bags this week to help.

Ms. Martin's Culinary Class had 16/16 students pass the Servsafe Managers Certification Exam.

Ms. Martin's technology students in the 7/8 grade have earned 70 digital tools so far this year

Mr. Ward's technology 6th graders have earned 30 digital tools so far this year. Our 5th graders are working on earning their Google Slides certifications before the end of the year.

*Our HS and MS debate teams are headed to the State Tournament this weekend. *The middle school team has been busy getting ready for 8th grade graduation.

*We have been anxiously waiting to welcome our new students for next year. I am grateful for the help of Courtney Fail, Michelle Peterson, the House Leaders, and everyone who helped deliver the welcome bags this week to help

С.	High School Updates	FYI	Drew Ward
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High School Principal Update:

- Annette Railey was nominated for the Florida Charter School Consortium "Champion" award
- Sage Christenson just received the Bailey Brigade Scholarship for \$500.
- Seacoast Collegiate High School was nominated for the FHSAA Rozelle Sportsmanship Award.

5 m

Purpose

Presenter

- Senior gift parade is May 14th, Honors Ceremony is May 15th and Graduation is May 16th.
- All Sports Banquet is scheduled for May 20th.

CTE Acceleration Points for certifications in high school classes

- Joy Robbins' class- Entrepreneurship and Small Business Certification (ESB)-51 students passed (100% pass rate)
- Colonel Volpe's class- Intuit Certified Bookkeeping Professional Certification exam- 22 students passed the exam (possible 70 passes). They will also begin taking the Intuit Quickbooks certification in 2 weeks.
 - Next year we are looking at Cybersecurity and Developing technologies.
 - We will continue to offer the Entrepreneurship certification

PERT (College Eligibility)

10th graders that have passed all sections of the PERT- 48 of 53 9th graders that have passed the math PERT- 26 total (not all students tested)

Current students not eligible to attend the college

7 students currently not eligible to attend the college (college GPA ineligible)

Students on the radar

We hired Annie Sheets to target students who were at or under a 3 on the PM2 exam. She has been meeting with them 1 on 1 and in small groups to target subcategories identified from the data. We are also continuing to run Class 0 and Class 8 courses to help students with local, state and national testing. PM3 testing is scheduled for May 13th.

Looking forward

10 grade students who were eligible to enroll at the college did so last week. The counselors met with students and parents prior to enrollment to explain college student progression plans. The students all met the morning of 4/8 in 119 and 120 to get their schedules submitted to NWFSC.

8th grade students from Seaside are coming on a field trip this Thursday to tour Seacoast and NWFSC. The NWFSC team is leading the college tour with current Jr. 's and Sr's to assist.

	Purpose	Presenter	Time
10th grade students are going on an in-depth allow them to meet department heads and to		-	
Foundation			6:46 PM
A. Foundation Report Information Coming	FYI	Teresa Horton	5 m

FYI

Drew Ward

VIII. Student Excellence

VII.

A. Course Credit Recovery Policy

- IX. Other Business
- X. Closing Items
 - A. Adjourn Meeting Vote

6:51 PM

1 m

Coversheet

Approve Minutes

Section: Item: Purpose: Submitted by: Related Material: I. Opening Items C. Approve Minutes Approve Minutes

Minutes for March Board Meeting on March 14, 2024



Seaside School, Inc

Minutes

March Board Meeting

Date and Time Thursday March 14, 2024 at 5:30 PM

APPROVED

Location Seacoast Collegiate High School (Learning Cottages) 109 Greenway Trail Santa Rosa Beach, FL 32459

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Directors Present

A. Jordan, A. Winicki, C. Lewis, D. Lilienthal, D. Tinghitella, G. Latour, J. O'Donoghue, J. Ward, K. Tucker, L. Blue, M. Kerrigan, R. Kauffman, T. Brooks

Directors Absent

F. Brown, M. Uhlfelder

Guests Present

K. Mixson, M. Willcox, T. Miller

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

K. Tucker called a meeting of the board of directors of Seaside School, Inc to order on Thursday Mar 14, 2024 at 5:30 PM.

C. Approve Minutes

J. Ward made a motion to approve the minutes from January Board Meeting on 01-18-24. T. Brooks seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. Consent Agenda

New Employee-Annie Sheets, High School Intervention 2024-2025 School Calendar February Financials M. Kerrigan made a motion to approve the consent agenda items. L. Blue seconded the motion. The board **VOTED** unanimously to approve the motion.

II. Development

Α.

High School Expansion

High School Expansion Update-M. Kerrigan-On site construction is mobilizing. Work should start any day. Right now we are still on track for August 2025 completion. GMP pricing-we're expecting first week in April.

B. Brand Standard Adoption

M. Kerrigan went over the details of the adoption of the brand standard for THE SEASIDE SCHOOL, INC., Seaside Neighborhood School and Seacoast Collegiate High School.M. Kerrigan made a motion to approve the brand standard adoption.

L. Blue seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Updates

M. Kerrigan - No update on the LDA. SEDC did communicate with people who have interest in properties around the Lyceum that they would be scheduling meetings with all parties to discuss future plans. Hope to see movement on the performing arts center and LDA soon.

Marketing - Now that the race is over, the focus is on the capital campaign. Race Update- (provided by M. Kerrigan) The race went well. The net was approximately \$540,000, slightly down from last year. Total revenue was approximately \$892,000.

III. Executive Committee

A. Triumph Grant

K. Tucker made a motion to execute the SCHS lease agreement with R. Kauffman's edits contingent on NWFSC and the Foundation Board's approval.

M. Kerrigan seconded the motion.

R. Kauffman- the school is stepping into more obligation, being the primary tenant under the lease. It will all run through the school. We are consistent with the charter. The foundation will provide documents from previous discussions and assist the school, and they will execute future documents and coordinate with the college and provide updates. They will execute further documents and take further action as needed to help us achieve compliance and fulfill the terms under the lease. Someone asked if the college had weighed in on this and K. Tucker replied -that they had not responded, but we got a verbal agreement that they would support this. Their board meeting is at the end of the month. This is all contingent on their approval as well as the foundation's approval. The motion is contingent on NWFSC and the Foundation Board's approval.

The board **VOTED** unanimously to approve the motion.

K. Tucker - the current grant writing contract with Liberty expired mid-February. We were introduced to TSG advisors in Tallahassee. The college has done a lot of work with them.

L. Blue - we will have to run through solicitation and proposals because we are under state procurement.

M. Kerrigan confirmed it is in place and will run through development.

K. Tucker - they have done a lot of grants with NWFSC but not specifically with Triumph. J. Ward - encouraged everyone to look at their website and the link is in the document. We need someone who can write grants who understands the education system so that we can maximize our potential grants.

IV. Finance

A. Financials

T. Miller went over finance. We are still on track to have a surplus of \$121,000. Our team is going through line by line. By April, we should have a true budget.

B. SCHS Expansion

K. Tucker - we had an application for \$9 million, and we received \$500,000. We've been getting some better news from the banks (2 local banks) with up to \$25 million. Both were willing to do it and the rates were decent (mid to high 6 range) with a 25-year amortization, all the things we were asking for, like flexible payments. Raymond James came back with a 4.9 % rate with a 30-year amortization, 15 year fixed for a \$25 million dollar loan. No term sheet yet, we are meeting with roundtable tomorrow. The news is good. There is interest and capacity for bond financing. In conjunction with that, making some of the tough decisions on how to spend the money and whether we start the accelerator now. It would be roughly a \$7 million dollar savings.

L. Blue - the industry is seeing a increase in supplies and a shortage of work, prices are falling, and hopefully the contractors can seize on that.

J. Brooks - What does the college say about waiting on the accelerator?

J. Ward- I think the college would prefer doing it all at once, but we have some lead way.

V. Governance

A. Bylaws Review and Vote

R. Kauffman - Gave a reminder that a questionnaire was sent out a week ago and asked members to please fill it out. New legal counsel for the school: Tom had conducted several interviews, and we are going with The Arnold Law Firm out of Jacksonville. We need to review the agreement and bring it to the board for approval next month. A copy of the proposed provisions to the bylaws was gone over for discussion and feedback, and it will also be on the agenda next month for approval including: changing the chairman's term from one year to two years, to have more consistency and to coincide with the four-year board member terms. Also, to change the bylaws to be consistent with what we're doing, the board selection committee can choose as few as one alternate, the size of the board was discussed, pausing at thirteen (the current size of

the board). Future boards can decide to move up or down, but keep it now at thirteen rather than going down to eleven.

B. Selection Subcommittee: Board of Directors Nominations

C. Lewis-We had interviews on the 20th and would like a motion to approve Megan Harrison, Dana Hahn and Casey King for the 2024-2025 Board of Directors.

L. Blue made a motion to Approve Megan Harrison, Dana Hahn and Casey King as new members to the Board of Directors for 2024-2025.

A. Winicki seconded the motion.

The board **VOTED** unanimously to approve the motion.

K. Tucker asked if they were naming an alternate. R. Kauffman- it would be prudent to have one.

J. Ward made a motion to Name one alternate to the Board, Greta Shuler.

L. Blue seconded the motion.

The board **VOTED** unanimously to approve the motion.

VI. School Leadership Team

A. Executive Director Updates

T. Miller-We had the National Honors Society Induction Ceremony today. About 70% of tenth graders were new inductees. A new video that was just sent over by Bobby was played for everyone (a promotional video promoting the Seaside Schools. Budgeting, grants, fundraising and evaluating all third party contracts were discussed. Miller went over enrollment numbers for next year and that people are still applying at the high school level. SNS traffic for the afternoon pickup seems to be better.

B. Principal Updates

K. Mixson-Sea Perch teams (high school and middle school) are competing tomorrow. RCA Global Amazing Shake, four finalists from the middle school are going with Serena and Dana. Robyn Wallace has done an amazing job with grants this year. A STEM Grant that was written last year received \$9,000, and it covered graphing calculators for the high school and also helped to cover the 8th grade trip to the Kennedy Space Center. T. Miller for D. Ward- 41 graduates are members of the National Honors Society, 33 seniors have industrial certifications, 98% of Mrs. Robbins entrepreneurial class have passed their cert test recently. Graduation plans have been set. Drew will be the keynote speaker. Our goal in April is to meet with all the new families and have the grad plan and all expectations known.

VII. Foundation

A. Foundation Report

T. Horton was not here. Foundation updates were discussed during Development.

VIII. Student Excellence

A. Digital/Print Item Request

J. O'Donoghue- Digital items to be purchased were reviewed by administration and the student excellence committee. The teacher will get a login and password to use those resources for instructional purposes, books for 8th grade graduates, the spanish classes and classes at Seaside.

R. Kauffman made a motion to Approve the purchase of the Digital/Print items requested. J. Ward seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. Articulation Agreement

T. Miller-We're maintaining the 3.0 GPA requirement and limiting the number of virtual classes that can be taken.

J. Ward made a motion to Approve the Articulation Agreement with Northwest Florida State College.

K. Tucker seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. O' Donoghue discussed internships. We have thirteen students who have completed the survey, and we have secured a place for eleven. Still working on finding a place for the last two.

IX. Other Business

A. Other Business

R. Kauffman, M. Kerrigan and K. Tucker discussed the opportunity to merge the two boards (foundation and school). It would take time and planning to get there over the next couple of years, but it is worth consideration.

T. Miller-climate surveys will go out in April to employees, students and families. Also,SNS drop off for the mornings was discussed and how we can make it better.R. Kauffman and K. Tucker discussed board surveys.

X. 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 6:42 PM.

Respectfully Submitted, M. Willcox

Coversheet

Consent Agenda

Section: Item: Purpose: Submitted by: Related Material: I. Opening Items D. Consent Agenda Vote

SKM_C3320i24041710330.pdf SNS_Mar_2024_Seaside_Board_Pack.pdf SEASIDE SCHOOL SPACE REQUEST Longleaf2024 (1).pdf King&Walker Engagement letter.pdf

Seaside Neighborhood School Space Request

Date of Request	4/13/24	Requestor: Heath Carroll, ECTC				
Date of Event:	July 8th- 12th	Food & Beverage/Caterer: N/A-				
Name of Event:	ECTC Summer Comp "	Disney Drams"				
Type of Event:	Fine Arts Summer Cam	1P				
Venue Rental:	Set Up Date – Start & End Time NA	Event Begin & Event Break Down # People End Time 9ar/2pm Start & End Time MA				
1. Dance Room	m					
2. Building 1	<u>.</u>					
3. Building 2_						
4. Building 3 _						
5. Other	The same space as I know what it was law	last summer. 1 apologíze 1 do not beled as.				
Will this be a tickete Non-fic		s will be sold? What is price of ticket?				
What equipment (so	ound, props, stage, tent) will be p beaker sible for trash collection?	security, such as off-duty deputies? placed in the venue? Explain electrical needs.				
Attach preliminary p	barking plan - how many cars ex be dropped off picked y	spected; will off-site parking be required?				
	approval is contingent upon the Seaside School Space Request	event planner adhering to 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.						
SEASIDE USE ONLY REVIEWED :						
PRINCIPAL		DATE:				
		DATE:				
PLANT MANAGER		DATE:				

APPROVED

DECLINED

BOARD PRESIDENT APPROVAL SIGNATURE

DATE

"REV. 7/14/15"

SEASIDE Event Guidelines

Seaside School 3rd 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, and Buildings & Maintenance

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.

- 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 Buildings & Maintenance Committee. 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 Buildings & Maintenance Committee for review, prior to presentation to the Board of Directors.
- Committee will 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.
- Committee head 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 3rd Party execute prior to commencement of any use.
 - o review 3rd party's insurance policy/rider for compliance with Policy, and file a copy along with the use application and Use Agreement documents;
 - o collect approved fees, prior to actual use of facilities by 3rd party, and deposit/distribute to appropriate personnel;
 - o provide approved 3rd party access to, and assure the security and condition of facilities following use;
 - o report to Board of Directors or Committee head any concerns or issues following any particular use;
 - o perform other such duties as the Board of Directors may institute from time to time regarding 3rd 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.

eath Carroll _Event Requestor Signature and Print Name 4 3 Date

"Rev. 7/14/15"

The Seaside School, Inc Balance Sheet All Funds March 31, 2024

	Operating	ESSER Special Revenue	Capital Outlay	Total
Assets and Other Debits				
Cash - Operating - Regions	1,435,752	-	-	1,435,752
Cash - Internal - Truist	77,942	-	-	77,942
Cash - Athletic - Regions	18,413	-	-	18,413
Cash - Money Market - Regions	-	-	131,354	131,354
Cash - Prepaid Visa	14,268	-	-	14,268
Petty Cash	100	-	-	100
Accounts Receivable - FEFP	73,546	-	-	73,546
Accounts Receivable - Other	-	31,963	-	31,963
Due from Foundation	-	-	-	-
Prepaid Expenses	8,852	-	-	8,852
Due from Other Funds	-	-	215,956	215,956
Total Assets and Other Debits	1,628,875	31,963	347,310	2,008,147
Liabilities, Fund Equity, and Other Credits				
Liabilities:				
Accrued Payroll Liabilities	138,173	-	-	138,173
Accounts Payable	352,069	-	39,459	391,528
Deferred Revenue	-	-	79,221	79,221
Note Payable	-	-	- ,	- , -
Due to Foundation	397,015			397,015
Due to Other Funds	181,433	34,523	-	215,956
Total Liabilities	1,068,690	34,523	118,679	1,221,892
Fund Equity and Other Credits				
Fund Balance	597,238	_	56,828	654,066
Excess (Deficiency) of Revenues - YTD	(37,053)	(2,560)	171,803	132,190
Excess (Denciency) of Nevenues - 11D	(37,033)	(2,500)	1/1,005	152,190
Total Fund Equity and Other Credits	560,185	(2,560)	228,630	786,255
Total Liabilities Fund Equity and Other Credits	1,628,875	31,963	347,310	2,008,147

Revenues, Expenses, & Excess or Deficiency / Budget vs. Actual Combined Summary Month and Year-to-Date Ending March 31, 2024

Revenues & Expenses

			Annual	Balance	%
	Current Month	Year to Date	Budget	Remaining	Remaining
Revenues					
FEFP - Walton County School District	383,591	3,452,318	4,540,589	1,088,272	24%
FEFP - Restricted Capital Outlay	3,175	28,572	40,423	11,852	29%
Industry Certification Funding	-	-	18,700	18,700	100%
Advance Placement Funding	-	-	10,000	10,000	100%
School Recognition Funds	69,862	69,862	38,680	(31,182)	-81%
Miscellaneous Revenue	(1,253)	26,331	-	(26,331)	-
Donations General	-	46,025	-	(46,025)	-
Transfer Facility Lease	14,000	126,000	168,000	42,000	25%
Sponsor a Teacher	-	10,191	6,000	(4,191)	-70%
F360 - Capital Outlay	279,800	1,749,811	615,554	(1,134,257)	-184%
F435 - ESSER III	31,963	232,500	396,637	164,137	41%
F891 - Internal Activity	15,219	134,158	143,500	9,342	7%
Transfer from Foundation	-	130,000	260,000	130,000	50%
Total Revenues	796,356	6,007,253	6,238,083	230,832	4%
Expenses					
5100 - Instruction	299,571	2,358,559	3,027,407	668,849	22%
5200 - Exceptional Instruction	10,142	66,336	90,719	24,384	27%
6100 - Student Personnel Services	33,123	240,317	324,606	84,289	26%
6300 - Curriculum Development	1,040	2,326	14,880	12,554	84%
6400 - Instructional Staff Training Services	-	4,557	20,000	15,443	77%
6500 - Instructional-Related Technology	4,360	46,649	70,920	24,271	34%
7100 - Board Administration	12,936	117,576	136,400	18,824	14%
7200 - General Administration	4,339	39,048	51,057	12,009	24%
7300 - School Administration	89,042	696,039	897,330	201,291	22%
7500 - Fiscal Services	7,917	71,250	95,000	23,750	25%
7800 - Student Transportation Services	6,643	27,741	61,907	34,166	55%
7900 - Operation of Plant	21,724	237,206	260,185	22,978	9%
F360 - Capital Outlay	250,192	1,578,008	446,034	(1,131,974)	-254%
F435 - ESSER III	31,963	235,060	396,637	161,577	41%
F891 - Internal Activity	13,174	154,391	198,900	44,509	22%
Buyback		-	20,273	20,273	100%
Total Expenses	786,164	5,875,063	6,112,255	237,192	4%
xcess (Deficiency) Revenues Over Expenses	10,192	132,190	125,829		

Seaside Neighborhood School Space Request

Date of Request: Apr	Requ	Requestor: Longleaf Writers Conference				
Date of Event: May	11-18, 2024	Food	l & Beverage/Cat	erer: NA		
	ngleaf Writers Conferen					
Type of Event:	y and Literary conferen	се				
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 TBA: Lyo	ceum Stage (not grass)), small space fo	or workshops (2) f	or 8-12		
What additional provisio	ent? If so, how many tick Passes are sold for wor for I ons are to be made for ext , props, stage, tent) will be	locals ra security, such	as off-duty deputies	?		
Who is to be responsible	e for trash collectic	de SDSC				
Attach preliminary parki	ng plan – how many cars	expected; will of	f-site parking be 🚧	ulrecals and bikes		
Irrigation Requests?						
	roval is contingent upon t side School Space Reque	-	-			
*Fee to b	e paid to made payable to *Adjusted at the time of			t.		
SEASIDE USE ONLY REVIEWED :						

EVIEWED :	
PRINCIPAL	DATE:
ADMINISTRATIVE ASSISTANT	DATE:
PLANT MANAGER	_DATE:

APPROVED

DECLINED

BOARD PRESIDENT APPROVAL SIGNATURE

"REV. 7/14/15"

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Committee Oversight: Governance, and Buildings & Maintenance

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.

- 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 Buildings & Maintenance Committee. 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 Buildings & Maintenance Committee for review, prior to presentation to the Board of Directors.
- Committee will 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.
- Committee head 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 3rd Party execute prior to commencement of any use.
 - o review 3rd party's insurance policy/rider for compliance with Policy, and file a copy along with the use application and Use Agreement documents;
 - o collect approved fees, prior to actual use of facilities by 3rd party, and deposit/distribute to appropriate personnel;
 - o provide approved 3rd party access to, and assure the security and condition of facilities following use;
 - o report to Board of Directors or Committee head any concerns or issues following any particular use;
 - o perform other such duties as the Board of Directors may institute from time to time regarding 3rd 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.

J.B.Z.	Seth Tucker, PhD.	Event Requestor Signature and Print Name
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April 10, 2024 Date

"Rev. 7/14/15"



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KING WALKER

CERTIFIED PUBLIC ACCOUNTANTS

Members: Florida Institute of CPAs American Institute of CPAs Government Audit Quality Center 2803 W. Busch Blvd Ste 106 Tampa, FL 33618 office (813) 892-4274 fax (813) 932-1913 www.KingandWalker.com

March 26, 2024

Board of Directors 10 Smolian Circle Santa Rosa Beach, FL 32459

We are pleased to confirm our understanding of the services we are to provide for The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit), for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit), as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), to supplement The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit)'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The Seaside School, Inc. and Seaside School Foundation, Inc.'s (a component unit) RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule General Fund and major Special Revenue Fund, if applicable.
- 3) Notes to Required Supplementary Information

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

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The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party

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service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the Organization and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit)'s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will assist in preparing the financial statements and related notes, and proposing conversion and correcting journal entries of The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit), in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter, our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the

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Seaside School, Inc - April Board Meeting - Agenda - Thursday April 18, 2024 at 5:30 PM

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preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are responsible for the preparation of the required supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the required supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the required supplementary information that includes our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Organization is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

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Seaside School, Inc - April Board Meeting - Agenda - Thursday April 18, 2024 at 5:30 PM

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Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit); however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of King & Walker, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, the Florida Department of Education, your School Board or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of King & Walker, CPAs' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Organization. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert Walker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit approximately July 2024.

Our fee for these services will be **\$13,000** which will be billed upon delivery of the audit report. This agreement can be renewed upon mutual agreement of both parties. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit)'s financial statements. Our report will be addressed to the Board of Directors of The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit). Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal

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control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit) is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Best regards,

King & Walker, CPAs

King & Walker, CPAs

RESPONSE:

This letter correctly sets forth the understanding of The Seaside School, Inc. and Seaside School Foundation, Inc. (a component unit).

Manago	ement signature: _	Thomas Miller
Title:	Executive Director	
Date:	04/04/2024	
Govern	ance signature:	Signature *
Title:	Title*	



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Coversheet

Triumph Grant Consultant

Section:II. DevelopmentItem:B. Triumph Grant ConsultantPurpose:VoteSubmitted by:Triumph Seaside Grant Service

Triumph Seaside Grant Services Proposal revised 4.10.24 (1).pdf



SEASIDE SCHOOL, INC. Grant consulting services

PROPOSAL FROM TSG ADVISORS - EDUCATION SUBMITTED APRIL 10, 2024

PROPOSAL

STATEMENT OF NEED

Crafting a compelling narrative, building out a strong project plan, and justifying a budget request are essential for every grant application. Navigating a multi-step application process can be timeconsuming and take valuable time away from individuals with many competing priorities. TSG Advisors - Education can help you develop, write, or re-write a competitive funding application or proposal.

Even better, our advisors have deep subject matter expertise, including in topics of dual enrollment/early college programs and stackable credentials, in Florida education policy that enables them to provide substantive feedback to improve your proposed program.

APPROACH

Through an engagement, TSG Advisors is prepared to position you for success with a competitive Triumph Gulf Coast Application that supports phase I of Project ADEPT (Accelerated Dual Enrollment & Profession Training).

This will include an in-depth review of funding opportunity documents and a scan of State of Florida requirements for dual enrollment and early college program implementation to ensure the project is set up for success from the start.

From there, we will collaborate with you on key components of the program to ensure the application narrative, budget, and key performance indicators come together as a winning proposal.

PROPOSAL

For this engagement, TSG Advisors will assess a fixed project fee of \$36,000. The fee was set based on the complexity of the proposal, our goal to deliver a winning application within a fourmonth timeframe, and the volume and/or quality of existing content. The fee covers all professional services and costs including but not limited to consultant fees, technology, communications, materials and supplies, travel, and other administrative items. The fee of \$36,000 will be assessed in four monthly installments of \$9,000 beginning on May 1, 2024.

Should the work extend beyond the initial four-month period, less the time awaiting responses from Triumph Gulf Coast between the pre-application and full application, the work may continue on a month-to-month basis upon mutual agreement of both parties. During the extended term, if agreed upon, a monthly retainer fee of \$14,000 will be assessed on the first date of each month for the provision of services.

TIMELINE AND DELIVERABLES

PROPOSA

The amount of time spent on each phase is approximate and reflects the anticipated time it will take TSG Advisors to complete the activities, assuming no delays in receiving access to resources, information, and staff. Also as part of this work, TSG Advisors anticipates frequent virtual meetings as well as the possibility for one or two site visits.

Seaside School, Inc - April Board Meeting - Agenda - Thursday April 18, 2024 at 5:30 PM

Timeline	Activities and Deliverables
Weeks 1-6	 Kickoff and Discovery TSG Advisors will participate in a kickoff meeting between Seaside School, Inc. and Northwest Florida State College to confirm agreement upon desired terms of the grant. TSG Advisors will engage in discovery with existing documents and staff.
Week 6-10	 Pre-Application TSG will revise the existing content into a new version of Triumph's pre- application, and submit for review, approval, and submission.
Week 10-16	 Application TSG will incorporate any substantive feedback from the pre-application process into the development of the full application, inclusive of any supporting documents.

STAFFING

The entire team of TSG Advisors will be available to support this engagement. To ensure your needs are fully addressed, Dr. Carrie Henderson, Senior Advisor, will be the primary contact.

PROPOS Δ

BOARD & TEAM













Chris Hagan

Seth McKeel

Paul Bradshaw Chairman of the Board

Kelly Cohen Managing Partner

Rachel Cone Managing Partner

Nelson Diaz Managing Partner

Managing Partner Managing Partner



Education Unit



Wendy Dodge Director, K12 Lead



Dr. Carrie Henderson Senior Advisor



Dr. Barbara Jenkins Superintendent in Residence



Lacey Hofmeyer Advisor



John Thrasher Advisor



Sheela VanHoose Managing Principal



Tallahassee, FL
 henderson@tsgadvisors.com
 239.590.5626
 Linkedin.com/carriehenderson

Carrie E. Henderson, Ph.D.

Carrie E. Henderson joined TSG Advisors in 2023 after an expansive career in higher education. With experience supporting postsecondary institutions at the institutional, state, and national levels, Carrie brings a wealth of knowledge to the firm's newly developed education consulting group. Her strength is helping institutions and organizations leverage data and research to support policy development, implementation, and evaluation.

In her previous role as the Florida College System (FCS) Executive Vice Chancellor, Carrie spearheaded complex postsecondary attainment and workforce education initiatives. She led the implementation of K-20 policies, including college and textbook affordability, acceleration mechanisms, student transfer, program development, CTE program quality, and credentials of value. With a background in research and evaluation, Carrie was responsible for performance funding models, data dashboards, and reports used by executive and legislative agencies and agency leadership. She also managed a portfolio of federal, state, and private foundation grant programs totaling more than \$40 million.

Before joining the FCS, Carrie held senior leadership roles at the Florida State College at Jacksonville (FSCJ), where she assisted campus leaders in accessing, understanding, and using data to inform continuous improvement. At FSCJ, she collaborated to set long-range strategic and financial goals important for achieving its mission. Before her work at FSCJ, she managed a diverse portfolio of programs and grants designed to support community colleges in various areas at Achieving the Dream, Inc., a national nonprofit dedicated to helping low-income students earn degrees.

In addition to supporting institutions and organizations, Carrie has served as an adjunct professor teaching graduate and undergraduate courses at the University of Florida, Florida State University, and Florida State College at Jacksonville. She was also a member of Leadership Tallahassee Class 38. Carrie earned a master's degree in public administration at the University of North Carolina at Chapel Hill and her Ph.D. in Higher Education Administration from Florida State University. Carrie is a Ft. Myers native who currently resides in Tallahassee.

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Sheela VanHoose

Sheela VanHoose joined TSG Advisors – Education with more than 15 years of public policy, advocacy, and campaign experience. Sheela leads the education policy unit at TSG Advisors, overseeing a team of subject-matter experts spanning across all levels of education, from early learning to higher education.

She is an education champion with dozens of successes in the advocacy space, but her true strength lies in her ability to assist clients in navigating the complex landscape of education, through policy implementation and evaluation. Sheela understands the importance of assessing and evaluating the effectiveness of policies to achieve desired outcomes.

Across Florida, Sheela consults with clients on education and workforce-related issues. She has collaborated with a diverse range of clients, providing strategic guidance on education policy, navigating public school schools, and understanding Florida's education landscape. She is a policy thought leader and often speaks about the intersection of technology and education. Currently, she serves on the Florida Advisory board for Cognia (formerly AdvancED) and on the board of directors for Tech Hub South Florida.

Her previous experience includes serving as the Director of State Government Affairs for Code.org, where she spearheaded policy initiatives across 15 states, advising governors, education agencies, and legislators on effective policy creation and implementation. She has held similar positions with Charter Schools USA and Broward County Public Schools.

Before entering the K-12 education space, Sheela held several political posts, including Regional Representative, Special Assistant, and Director of Scheduling in the administration of Governor Rick Scott's (R-Florida). She has also served in the United States Senate under Senator George LeMieux (R-Florida).

Outside of her professional career, Sheela is passionate about her community. She served from 2014-2017 as a gubernatorial appointee to the Board of Commissioners for the North Broward Hospital District (d/b/a Broward Health). She is an active member of the Leadership Broward (Class of XXXIV) and serves on the board of Covenant House Florida. She is a black belt and a former member of the United States National Karate Team.

Sheela is a South Florida native but resides in Tallahassee, Florida, with her husband and daughter.

ADVISORS

EDUCATION

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Tallahassee, FL

954.305.6157

vanhoose@tsgadvisors.com

Linkedin.com/sheelavanhoose

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Tallahassee, FL dodge@tsgadvisors.com

863.838.3632

Wendy Dodge

Wendy Dodge joined TSG Advisors - Education after an impactful career in education policy, including serving as Senior Director of Legislative Affairs, Policy and Legislative Liaison in the Polk County Public School (PCPS) System. Within the education unit, Wendy leads all education policy initiatives.

As the longest standing legislative affairs director for a school board in Florida, Wendy brings with her deep knowledge of the legislative process and a keen understanding of the state's education budget and how to shape policy.

During her time at PCPS, Wendy fiercely advocated for students, families, and teachers within the district. She helped PCPS grow to one of the seven largest school districts in the state. As Senior Director, Wendy steered all legislative matters pertaining to the school district, facilitating the development and implementation of state and federal policy priorities, and managing communication between the Florida State Legislature and US Congress. She led the school system through a complete policy reform and oversaw a continuous process of policy updates. She also served on the Superintendent's Cabinet and advised school board members on all legislative matters.

Previously, Wendy served as coordinator of government affairs for Badcock Home Furnishing & More before moving to the Polk County Public School System. As the coordinator of government affairs, Wendy managed legislative issues on a federal level and in seven southeastern states on behalf of the company and developed a grassroots lobbying initiative for independent store owners.

Wendy currently serves as Secretary/Treasurer of the Florida Educational Legislative Liaisons (FELL) where she continues her work of bridging the gap between education and legislation. She formerly served as a member of the Board of Directors for the Florida Association of Professional Lobbyists (FAPL) and Legislative and Political Action Committee Chairperson for the Florida Association of School Administrators (FASA).

Wendy earned her bachelor's degree in telecommunications from Michigan State University. She resides in Lakeland with her daughter, Amber.

Insight creates impact. Let us show you how.





Coversheet

Major Gifts/Capital Campaign Consultant

Section:	II. Development		
Item:	D. Major Gifts/Capital Campaign Consultant		
Purpose:	Vote		
Submitted by:			
Related Material:	Sharity Seaside School (2).pdf		
	Triumph Seaside Grant Services Proposal revised 4.10.24.pdf		
	Seacoast Colliegiate Proposal.docx		
	Seaside - Campaign Counsel Exhibit A v1 - April 2024.pdf		
	Seaside School - Campaign Counsel Contract Draft v1 - April 2024.pdf		



Campaign Support Proposal



Seaside School Santa Rosa Beach, Florida

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UNDERSTANDING

Seaside School is amid a capital campaign. The school needs funding for the capital expansion of the Seacoast Collegiate High School to bring 11th and 12th grades to the same campus. This will expand the collegiate programs to more students in Walton County. To raise the necessary funds — some \$35M — the Seaside School needs to develop and implement a sustainable fundraising strategy. This will include adding additional donors. The school and foundation to date have successfully drawn down state and federal funds, and built out a range of well attended, high profile fundraising events. There is now a need to build upon this strong base and increase foundation, corporate, and national giving. Developing this fundraising architecture, and undertaking the major donor cultivation process inherent to this work will also serve the school well into the future. It will position Seaside school to continue successfully fundraising.

Government funding and grants — Seaside has been successful in securing government funding. Moving forward, there will need to be a strong case for support built that outlines why Seaside needs additional support and how its impact will be felt statewide and regionally. An economic impact study will position Seaside to communicate this effectively.

Expansion of prospects — Seaside needs to expand its donor base outside of the Fort Walton area. Sharity can assist with this effort by creating county by county strategy for cultivation and engagement. Additionally, Sharity would assist in identifying national fundraisers who support the outcomes Seaside produces. In-kind donations could also be added to the list of gifts sought for construction and future capital needs.

Triumph grant — Seaside has received verbal approval to move forward with its application. To ensure maximum success, Sharity would assist with building the strongest application possible along with key support from those who can shepherd the grant forward This should be a priority. Sharity can also assist with other grants and has five grant writers with experience writing for Charter Schools and other nonprofits from the local to international level.

Thought leadership — Seaside School is well placed to assume a leadership role in a national initiative that would speak to its innovative culture and best practice orientation. This would in turn raise the school's profile with donors. An example of a charter school that is doing so is Socrates Academy. They have taken the lead on Hellenic charter schooling in the US and are pioneering a partnership with a local college that enables their students to graduate from high school with an AA degree, debt-free. In the context of the cost of living crisis, this initiative has attracted attention and applause. Seaside could take inspiration from this work and consider ways in which it could become a thought leader. The school is poised to do this because of its existing relationship with Northwest Florida State College.

Individuals Major Donors — Seaside has identified 182 major donors who can give over \$100,000. To date, approximately \$1.5M+ has been raised from this group of donors. Sharity proposes creating a plan to evaluate, connect, and solicit support from these donors. This will require re-evaluating the naming opportunities so that those offerings exceed \$40M across all the grade levels and buildings. Currently, buildings are being offered as low as \$1M or even \$100k which is far below estimated value. The table below represents naming and gift opportunities at the \$35M campaign goal level.

Overall Goal			\$35,000,000		
Total	49	185	\$36,550,000		
\$87,500	12	50	\$1,050,000	\$36,550,000	104.43%
\$175,000	10	25	\$1,750,000	\$35,500,000	101.43%
\$350,000	8	25	\$2,800,000	\$33,750,000	96.43%
\$700,000	6	20	\$4,200,000	\$30,950,000	88.43%
\$875,000	4	20	\$3,500,000	\$26,750,000	76.43%
\$1,750,000	3	15	\$5,250,000	\$23,250,000	66.43%
\$2,000,000	2	10	\$4,000,000	\$18,000,000	51.43%
\$2,750,000	2	10	\$5,500,000	\$14,000,000	40.00%
\$3,500,000	1	5	\$3,500,000	\$8,500,000	24.29%
\$5,000,000	1	5	\$5,000,000	\$5,000,000	14.29%
Gift Amount	No. of Gifts	No. of Prospects Required	Row Total	Cumulative Total	Cumulative Percentage (%)

Additionally, Sharity would work to create distant cabinets to separate lower-level prospects from those able to fund larger aspects of the campaign. Additionally, Sharity would work to help the foundation develop an alumni and parents campaign and solicit from all board and trustee members.

A stewardship and engagement plan should developed that clearly outlines how and when prospects and donors will be contacted, cultivated, and engaged. This would allow for deeper board and volunteer contact with prospective donors as the major gift list grows.



Our process

Sharity's signature assessment and donor identification and cultivation process has helped over 100 nonprofits build their donor base and create sustainable revenue. We do this in three phases, each building upon one another.

Phase one: Are You Ready© assessment

Sharity's Are You Ready© assessment evaluates five essential components that research shows must be in place for major donors to invest in your team and your vision. This evidenced-based assessment readies your organization for major gifts. We assess five key areas:

- 1. Plan Do you have a clear plan describing your work and needs?
- 2. Outcomes How will you measure success?
- 3. **Budget** Do you have a budget that covers the full cost of implementing the plan?
- 4. **Team** Can your team, including staff, board, and volunteers, implement the plan and raise the necessary funds?
- 5. **Donors** Do you have donors already cultivated who can fund your work, or will you need to find and cultivate new ones?

This appraisal is conducted by way of a document review strategic interviews and data review. Once the assessment is complete, Sharity's team will provide your team with a presentation on each component and recommended steps. Our team can then work with you to implement any recommendations. This can take up to one month.

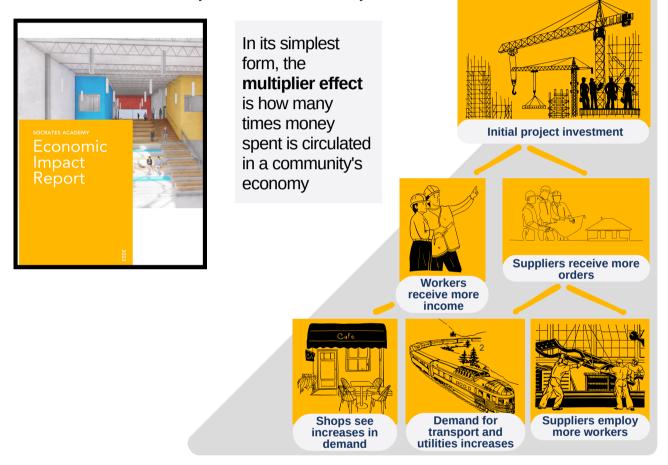
Phase two: Prospect evaluation and strategy

Sharity can conduct an evaluation of the donor base and current prospect list using the existing proposals and cultivation. The list is then inputted into a donor-giving matrix to determine the number and type of prospects needed to reach the goal. We can evaluate who in the community might be a potential donor based on given criteria and history as well as source potential local, regional, and national grants. This phase takes approximately five to ten business days after you provide a donor information spreadsheet. The process results in a qualified donor list with recommendations on the ask amount, cultivation strategy, and timing. This list will then be used to populate an updated giving matrix based on the \$35M goal.



Phase three: Economic impact assessment

The Regional Input-Output Modeling System (RIMS II), is a tool used by investors, planners, and elected officials to objectively assess the potential economic impacts of various projects. This model produces multipliers that are used in economic impact studies to estimate the total impact of a project on a region. Sharity can provide your school with an estimated economic impact on the region that can enhance your case for support with a state of how it will financially benefit the community.



Phase four: Prospectus, pitch deck and campaign timeline development

Sharity will update any supporting materials to be used during the campaign based on the new strategy. Sharity can provide you with turn-key documents that allow staff and volunteers to begin the cultivation and ask process with parishioners. Several deliverables will be produced:

- a pitch deck that outlines the plan, enabling it to be presented to parishioners and prospects;
- a prospectus that outlines the sense of urgency, outcomes to be achieved, and investment opportunities; and
- a campaign plan with strategies by quarter for fundraising, stewardship, and engagement.
- A donor stewardship matrix that creates a seamless pipeline strategy.

Phase five: Campaign consultation

Sharity can assist with campaign management and fundraising to support the work of staff and volunteers. Our campaign project management is billed month-to-month and designed to maximize your efforts and move the campaign forward as quickly as possible. Our team can assist with in-person or virtual asks, material and pitch development and grant writing.

Grant writing

Consider Sharity your outsourced grant department. Our grant work includes:

- conducting research on available grants and funding;
- providing an estimate on the time to complete grant applications;
- gathering necessary documentation and drafting grant application for your final approval and submission; and
- assisting you in complying with grant requirements, like reporting.

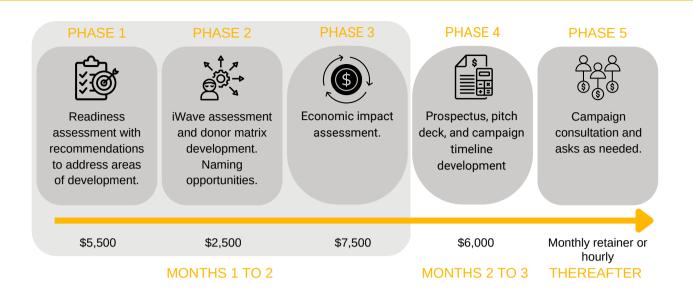
Full service ranges from 10 hours to 40 hours depending on the grant application being prepared.

We can also "do it with you". This service is a perfect stepping stone for organizations seeking to build their internal grant writing capacity. Organizations collaborate closely with our seasoned grant experts to plan, write and finalize the application. Because your team is doing much of the work with our staff overseeing the process, this approach is also cost-effective.





Investment



Item	Amount
Are You Ready© assessment	\$5,500
Evaluate current prospects, where they are in the pipeline and a recommended close strategy. Develop a list of other potential donors and funders.	\$2,500
Economic Impact Assessment	\$7,500
Update prospectus, pitch deck, and campaign timeline. This includes marketing and online communication development.	\$6,000
Montlhy consultation - includes grant writing, consultation, asks, all fundraising support - billed month to month and adapted as needed.	\$7500-\$3000 per month

TEAM



CAROL WICK

COMPANY PRESIDENT

30 years NGO experience, \$250M raised in personal asks. Board and earned revenue expert.



RUTH PATRICK

OPERATIONS

Foundation, grant writing and operational expert.



SAŠO VENOVSKI

DATA ANALYSIS

Quantitative and qualitative survey development and data collection, and economic impact analysis.

MADELINE CAMERON WARDLEWORTH COMMUNICATIONS AND RESEARCH

Global expertise in creating compelling communication and research.



KATY RIDNOUER

CHARTER SCHOOL GRANT

Expert in charter school grant revenue and charter schools.



ELIZABETH FIELDS

FUNDRAISING

Nonprofit operations, fundraising, and strategic planning.





SELECT FORMER CLIENTS

Florida Association for the Education of Young Children





nq













Orlando Foundation for Architecture





SEASIDE SCHOOL, INC. Grant consulting services

PROPOSAL FROM TSG ADVISORS - EDUCATION SUBMITTED APRIL 10, 2024

PROPOSAL

STATEMENT OF NEED

Crafting a compelling narrative, building out a strong project plan, and justifying a budget request are essential for every grant application. Navigating a multi-step application process can be timeconsuming and take valuable time away from individuals with many competing priorities. TSG Advisors - Education can help you develop, write, or re-write a competitive funding application or proposal.

Even better, our advisors have deep subject matter expertise, including in topics of dual enrollment/early college programs and stackable credentials, in Florida education policy that enables them to provide substantive feedback to improve your proposed program.

APPROACH

Through an engagement, TSG Advisors is prepared to position you for success with a competitive Triumph Gulf Coast Application that supports phase I of Project ADEPT (Accelerated Dual Enrollment & Profession Training).

This will include an in-depth review of funding opportunity documents and a scan of State of Florida requirements for dual enrollment and early college program implementation to ensure the project is set up for success from the start.

From there, we will collaborate with you on key components of the program to ensure the application narrative, budget, and key performance indicators come together as a winning proposal.

PROPOSAL

For this engagement, TSG Advisors will assess a fixed project fee of \$36,000. The fee was set based on the complexity of the proposal, our goal to deliver a winning application within a fourmonth timeframe, and the volume and/or quality of existing content. The fee covers all professional services and costs including but not limited to consultant fees, technology, communications, materials and supplies, travel, and other administrative items. The fee of \$36,000 will be assessed in four monthly installments of \$9,000 beginning on May 1, 2024.

Should the work extend beyond the initial four-month period, less the time awaiting responses from Triumph Gulf Coast between the pre-application and full application, the work may continue on a month-to-month basis upon mutual agreement of both parties. During the extended term, if agreed upon, a monthly retainer fee of \$14,000 will be assessed on the first date of each month for the provision of services.

TIMELINE AND DELIVERABLES

PROPOSA

The amount of time spent on each phase is approximate and reflects the anticipated time it will take TSG Advisors to complete the activities, assuming no delays in receiving access to resources, information, and staff. Also as part of this work, TSG Advisors anticipates frequent virtual meetings as well as the possibility for one or two site visits.

Seaside School, Inc - April Board Meeting - Agenda - Thursday April 18, 2024 at 5:30 PM

Timeline	Activities and Deliverables
Weeks 1-6	 Kickoff and Discovery TSG Advisors will participate in a kickoff meeting between Seaside School, Inc. and Northwest Florida State College to confirm agreement upon desired terms of the grant. TSG Advisors will engage in discovery with existing documents and staff.
Week 6-10	 Pre-Application TSG will revise the existing content into a new version of Triumph's pre- application, and submit for review, approval, and submission.
Week 10-16	 Application TSG will incorporate any substantive feedback from the pre-application process into the development of the full application, inclusive of any supporting documents.

STAFFING

The entire team of TSG Advisors will be available to support this engagement. To ensure your needs are fully addressed, Dr. Carrie Henderson, Senior Advisor, will be the primary contact.

PROPOS Δ

BOARD & TEAM













Paul Bradshaw Chairman of the Board

Kelly Cohen **Rachel** Cone Managing Partner Managing Partner

Nelson Diaz Managing Partner

Chris Hagan

Seth McKeel



Education Unit



Wendy Dodge Director, K12 Lead



Dr. Carrie Henderson Senior Advisor



Dr. Barbara Jenkins Superintendent in Residence



Lacey Hofmeyer Advisor



John Thrasher Advisor



Sheela VanHoose Managing Principal



Tallahassee, FL
 henderson@tsgadvisors.com
 239.590.5626
 Linkedin.com/carriehenderson

Carrie E. Henderson, Ph.D.

Carrie E. Henderson joined TSG Advisors in 2023 after an expansive career in higher education. With experience supporting postsecondary institutions at the institutional, state, and national levels, Carrie brings a wealth of knowledge to the firm's newly developed education consulting group. Her strength is helping institutions and organizations leverage data and research to support policy development, implementation, and evaluation.

In her previous role as the Florida College System (FCS) Executive Vice Chancellor, Carrie spearheaded complex postsecondary attainment and workforce education initiatives. She led the implementation of K-20 policies, including college and textbook affordability, acceleration mechanisms, student transfer, program development, CTE program quality, and credentials of value. With a background in research and evaluation, Carrie was responsible for performance funding models, data dashboards, and reports used by executive and legislative agencies and agency leadership. She also managed a portfolio of federal, state, and private foundation grant programs totaling more than \$40 million.

Before joining the FCS, Carrie held senior leadership roles at the Florida State College at Jacksonville (FSCJ), where she assisted campus leaders in accessing, understanding, and using data to inform continuous improvement. At FSCJ, she collaborated to set long-range strategic and financial goals important for achieving its mission. Before her work at FSCJ, she managed a diverse portfolio of programs and grants designed to support community colleges in various areas at Achieving the Dream, Inc., a national nonprofit dedicated to helping low-income students earn degrees.

In addition to supporting institutions and organizations, Carrie has served as an adjunct professor teaching graduate and undergraduate courses at the University of Florida, Florida State University, and Florida State College at Jacksonville. She was also a member of Leadership Tallahassee Class 38. Carrie earned a master's degree in public administration at the University of North Carolina at Chapel Hill and her Ph.D. in Higher Education Administration from Florida State University. Carrie is a Ft. Myers native who currently resides in Tallahassee.

> – TSG ADVISORS

> > EDUCATION

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Sheela VanHoose

Sheela VanHoose joined TSG Advisors - Education with more than 15 years of public policy, advocacy, and campaign experience. Sheela leads the education policy unit at TSG Advisors, overseeing a team of subject-matter experts spanning across all levels of education, from early learning to higher education.

She is an education champion with dozens of successes in the advocacy space, but her true strength lies in her ability to assist clients in navigating the complex landscape of education, through policy implementation and evaluation. Sheela understands the importance of assessing and evaluating the effectiveness of policies to achieve desired outcomes.

Across Florida, Sheela consults with clients on education and workforce-related issues. She has collaborated with a diverse range of clients, providing strategic guidance on education policy, navigating public school schools, and understanding Florida's education landscape. She is a policy thought leader and often speaks about the intersection of technology and education. Currently, she serves on the Florida Advisory board for Cognia (formerly AdvancED) and on the board of directors for Tech Hub South Florida.

Her previous experience includes serving as the Director of State Government Affairs for Code.org, where she spearheaded policy initiatives across 15 states, advising governors, education agencies, and legislators on effective policy creation and implementation. She has held similar positions with Charter Schools USA and Broward County Public Schools.

Before entering the K-12 education space, Sheela held several political posts, including Regional Representative, Special Assistant, and Director of Scheduling in the administration of Governor Rick Scott's (R-Florida). She has also served in the United States Senate under Senator George LeMieux (R-Florida).

Outside of her professional career, Sheela is passionate about her community. She served from 2014-2017 as a gubernatorial appointee to the Board of Commissioners for the North Broward Hospital District (d/b/a Broward Health). She is an active member of the Leadership Broward (Class of XXXIV) and serves on the board of Covenant House Florida. She is a black belt and a former member of the United States National Karate Team.

Sheela is a South Florida native but resides in Tallahassee, Florida, with her husband and daughter.

ADVISORS

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Tallahassee, FL

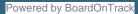
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Tallahassee, FL dodge@tsgadvisors.com

863.838.3632

Wendy Dodge

Wendy Dodge joined TSG Advisors - Education after an impactful career in education policy, including serving as Senior Director of Legislative Affairs, Policy and Legislative Liaison in the Polk County Public School (PCPS) System. Within the education unit, Wendy leads all education policy initiatives.

As the longest standing legislative affairs director for a school board in Florida, Wendy brings with her deep knowledge of the legislative process and a keen understanding of the state's education budget and how to shape policy.

During her time at PCPS, Wendy fiercely advocated for students, families, and teachers within the district. She helped PCPS grow to one of the seven largest school districts in the state. As Senior Director, Wendy steered all legislative matters pertaining to the school district, facilitating the development and implementation of state and federal policy priorities, and managing communication between the Florida State Legislature and US Congress. She led the school system through a complete policy reform and oversaw a continuous process of policy updates. She also served on the Superintendent's Cabinet and advised school board members on all legislative matters.

Previously, Wendy served as coordinator of government affairs for Badcock Home Furnishing & More before moving to the Polk County Public School System. As the coordinator of government affairs, Wendy managed legislative issues on a federal level and in seven southeastern states on behalf of the company and developed a grassroots lobbying initiative for independent store owners.

Wendy currently serves as Secretary/Treasurer of the Florida Educational Legislative Liaisons (FELL) where she continues her work of bridging the gap between education and legislation. She formerly served as a member of the Board of Directors for the Florida Association of Professional Lobbyists (FAPL) and Legislative and Political Action Committee Chairperson for the Florida Association of School Administrators (FASA).

Wendy earned her bachelor's degree in telecommunications from Michigan State University. She resides in Lakeland with her daughter, Amber.

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JMR Consulting Jim Rice 578 Calle escada Santa rosa beach, fl 32459 850.890.0638

Proposed Scope of Work For Seaside School Foundation Seacoast Collegiate High School Expansion Project

Capital Campaign / Major Gift Strategies and Building Blocks Implementation:

1. Internal

- Campaign Goals
- Campaign Board Roles and Responsibilities
- Data Base Management
 - Segmentation of Donors
- Stewardship of Donors
- Capital Campaign Solicitation Teams Readiness and Assistance
- Major Gift Initiatives
- CASE for support



2. Prospecting

- Screen and rate existing prospects.
- Research potential sources of funds.
- Seek Board and volunteer input about prospects for support.
- Review/Implement a Prospect Management System.
- Prioritize the Major Gift pool.
- Scout out, interview and brief potential volunteer solicitors.

3 Testing the Case

- Bring the Case for Support to closure including the firmed-up costs to provide the answers to the identified needs.

- Select potential testing prospects.

Depending upon whom the major prospects turn out to be utilize testing methods to ascertain acceptability of the Case and the proposed answers.
Digest the responses, tweak the approach if needed and decide upon the plan of attack.

4 Leadership Solicitation

-Produce a Leadership recruitment piece.

- Identify the top 25 - 35 prospects with the goal of soliciting them for their gift asking them to join our Leadership team

- Listen to the feedback of the Leadership solicitation adjusting the pitch and materials as might be warranted.

- Complete the Campaign materials.
- Prioritize the first 100 solicitations of the Silent Phase.
- Assist, coach, strategize on gift solicitations.

- Develop a Plan of Campaign complete with a timetable and benchmarks.

INTRODUCTION:

This Agreement governs work JMR Consulting will perform for Seaside School Foundation / Seacoast Collegiate High School. The work is described in the scope of work.

OBJECTIVES:

- 1. Implementation and Capital Campaign/Major Gift Strategies and "Building Blocks"
- 2. Capital Campaign Readiness, Leadership Solicitations
- 3. Additional request as determined by Executive Director

DURATION and ESTIMATED WORK SCHEDULE

- **1.** (TBD)
- Suggest minimum of one-half day per week maximum of 12 per month. (TBD) or as needed.
 JMR will provide unlimited remote access

FEE AND PAYMENT:

- A. 1/2 day fee \$500
- B. Volunteer Member of Board Pro Bono with limited availability.

EXPENSES:

The fee is all inclusive. No additional fees. JMR will cover expenses.

PERSONNEL:

Managing counsel will be Jim Rice, principal of JMR Consulting.

WHAT *JIM RICE* WILL OFFER YOU IS:

- A professional approach by an experienced professional.
- A proven record of success.
- Experience which allows me to adapt my system to your needs
- A flexible approach which when dealing with clients make for less stress.
- A committed local community partner.
- In short I will be there with you and for you!

RIGHTS AND CONDITIONS

- 1. At no time will JMR Consulting act as a paid solicitor for the foundation. At no time will JMR have custody of contributions designated for the school.
- 2. Either party may terminate the agreement with or without due cause upon 30 days written notice.
- 3. JMR will be prepared to assist the foundation with additional counsel, if recommended, but the foundation is under no obligation to retain JMR for any work subsequent to this agreement.
- 4. JMR will act as an independent contractor in the performance of its duties under this agreement.

JMR Consulting

Seacoast Collegiate High School

Date:

Date:



Campaign Counsel

Based on my conversations with staff and volunteer leaders in person and by phone, I believe that Seaside and Seacoast Collegiate High School would benefit greatly from a 90-day collaborative effort (between counsel, staff, and volunteers) to:

- Identify top 30 to 50 prospects and assign most appropriate volunteer solicitors
- Coordinate and schedule initial prospect meetings and develop strategy for each
- Draft and revise impact message and points, recognizing different motivations
- Coordinate and schedule follow up meetings (as appropriate and desired) with prospects and develop strategy for each, including who will make the gift request
- Ensure proper and timely gift and pledge acceptance and recognition
- Identify top 20 to 30 suspects, including local companies and organizations that will benefit most from Seacoast Collegiate HS Dual Enrollment & Workforce Center model
- Assign most appropriate volunteer to move suspects to prospects through individual and group conversations and networking. Develop appropriate strategy for each
- Create a plan to maximize participatory giving from non-leadership prospects
- Assess and evaluate progress on the above at 90-day mark and determine next steps

To achieve the action items listed above, I will need the list of the 180 prospects identified in the database as having the capacity to give \$100,000 or more, a commitment from 6 to 10 volunteers to spend up to five hours per week on this endeavor, and a substantive amount of energy and time from Teresa and Tom.

The first order of business will be to gather 6 to 8 volunteers to review, along with Teresa, Tom, and me, the list of top prospects and to prioritize/select the top 30 to 50 to pursue first. As part of this discussion, we will determine the individual or team that will lead the relationship with this prospect. This meeting will likely take several hours. And, it will be tiring. We will likely make a few adjustments after the meeting, knowing that this group will set the tone for the campaign and how much is likely to be raised overall.



CONTRACT

S154 Seaside School April 17, 2024 Campaign Counsel

DAR Partners (DAR) will provide Campaign Counsel to Seaside School (Seaside). The details of the partnership are outlined in a separate document labeled "Exhibit A."

The contract period covers 90 days, starting [insert date here] and concluding on [insert date here]. The total contract fee is \$15,000 (separate from travel-related expenses, which DAR will endeavor to keep as reasonable as possible).

TERMS AND CONDITIONS OF AGREEMENT

Seaside will receive three invoices from DAR. The first invoice will be on or around [insert date here} and on the first day of the month every month thereafter through {insert date here}. For 30-day period, the fee is \$5,000 and will be billed on the first day of every month. Since the invoices will be for work already completed, they will be payable upon receipt. There is no deposit required for this contract.

This agreement contains the entire agreement of the parties and supersedes any and all other agreements, whether written or oral, concerning subject matter of this agreement. No amendment or variation in terms and conditions of this agreement shall be valid unless it is in writing and signed by both parties. This contract may be canceled with 30 days written notice by either Seaside or DAR. In the event of cancellation, DAR shall be compensated for expenses and fees incurred to the date of cancellation as specified above and in "Exhibit A."

DAR Partners, a sole proprietorship owned by Brian D. Boone, is a separate company from Seaside. Seaside agrees to defend, indemnify and hold harmless DAR against any and all claims, demands, actions, and liabilities arising out of this agreement and not directly resulting from the negligence of DAR. DAR's liability to Seaside for any error or omission shall be limited to reimbursement of the cost of the portion of service where the error or omission occurs.

Dr. Thomas Miller Seaside School Brian D. Boone, Owner DAR Partners

Coversheet

SCHS Expansion

Section: Item: Purpose: Submitted by: Related Material: IV. Finance B. SCHS Expansion Discuss

Proposal - The Seaside School (4.17.24).pdf



CONFIDENTIAL

PROPOSED TERMS & CONDITIONS

Up To \$34,500,000 Tax Exempt Bond March 8, 2024 Updated March 28, 2024 Updated April 2, 2024 Updated April 17, 2024

THESE PROPOSED TERMS AND CONDITIONS ARE PROVIDED FOR DISCUSSION PURPOSES ONLY AND DO NOT CONSTITUTE AN OFFER, AGREEMENT OR COMMITMENT TO LEND. THE ACTUAL TERMS AND CONDITIONS UPON WHICH SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY, OR ITS NOMINEE (THE "BANK" OR THE "PURCHASER") MIGHT EXTEND CREDIT TO THE SEASIDE SCHOOL, INC., AS FURTHER DESCRIBED HEREIN, ARE SUBJECT TO SATISFACTORY COMPLETION OF DUE DILIGENCE, CREDIT APPROVAL, SATISFACTORY REVIEW OF DOCUMENTATION AND SUCH OTHER TERMS AND CONDITIONS AS ARE DETERMINED BY THE BANK AND ITS COUNSEL. PLEASE NOTE, THIS PROPOSAL IS NOT AN ATTEMPT TO DEFINE ALL OF THE TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN THE FINAL LOAN DOCUMENTATION, SHOULD WE MUTUALLY DECIDE TO MOVE FORWARD.

Borrower:	The Seaside School, Inc. ("Borrower" or "School")
Guarantor:	The Seaside School Foundation, Inc. ("Guarantor" or "Foundation")
	Collectively herein, the School and the Foundation shall be referred to as the "Obligated Group"
Bank:	First-Citizens Bank & Trust Company
Credit Facility:	Tax-exempt drawdown bond financing in the amount of up to \$34,500,000* ("Bond"). <i>*See Maximum Principal Outstanding section for further detail.</i>
Commitment Amount:	Up to \$34,500,000
Use of Proceeds:	(i) Finance the development, construction, furnishing and equipment of two academic buildings located on Northwest Florida State College's ("NWFSC") Santa Rosa Beach, FL campus ("Project"); (ii) provide bridge financing in anticipation of the Obligated Group's receipt of not more than \$9,500,000 in Florida legislative appropriations for the Project; (iii) pay capitalized interest on the Bond during the initial 12 months following the Closing Date; and (iv) pay costs of issuance.
Closing Date:	Mutually agreeable, but no later than July 31, 2024.
Commitment Fee:	Obligated Group shall pay to the Bank a commitment fee of \$250,000, payable at closing.
Security:	Bond: Bond will be secured by (i) a first position leasehold mortgage, assignment of leases, rent, and contracts on the Project property; (ii) a first position priority UCC-1 lien

on all business assets of the School, including a pledge of gross receipts, (iii) a pledge of the Project Account and all other Borrower accounts, and possession of such accounts by the Bank; and (vi) an assignment of Project documents.

Guaranty:

Guaranty will be secured by (i) an assignment of leases, rents, and contracts, including but not limited to the Facility Lease between the Guarantor and the Borrower and all rent payable by the Borrower thereunder; (ii) a first position priority UCC-1 lien on all business assets of the Foundation, (iii) an assignment of the ground lease between NWFSC and the Guarantor; (iv) a pledge of the Capital Campaign Account and all other Guarantor accounts, and possession of such accounts by the Bank; and (v) a negative pledge on the Foundation's other real estate currently occupied by the School The Guaranty will be an absolute, continuing and unconditional guaranty of the School's obligations under the School's financing and security documents, including but not limited to the leasehold mortgage.

The Foundation, as holder of the Capital Campaign Account, will also agree to pay over to the School amounts deposited to and held in the Capital Campaign Account and available to pay (i) costs of the Project and (ii) debt service on and other payment obligations with respect to the Bond, as and to the extent needed by the School, in each case without the requirement of the Bank making a call or claim upon the Guaranty.

Term: Bond will have a term of 15 years (see Interest Rate options below).

Drawdown	
Period:	Up to thirty-six (36) months. The proceeds of the Bond will be drawn down through periodic advances to the Project Account to be established under the financing documents. At the conclusion of the Drawdown Period, any remaining balance shall be advanced to the Project Account for future requisitions relating to the Project or other capital projects, subject to approval by the Bank and receipt of a favorable opinion of Bond Counsel. Advances from the Project Account shall be made pursuant to a requisition process as further described herein.
Maximum	For the initial 12 months, the Bond also shall be drawn upon on a monthly basis to pay the monthly interest due on the Bond.
Principal Outstanding:	During and at the expiration of the Drawdown Period, the Bond shall have a maximum principal outstanding of the lesser of (i) \$25,000,000 and (ii) 75% Loan to Value, based on the "as complete" appraised value of Project property.
	For the avoidance of doubt, the up to \$34,500,000 Commitment Amount is non-revolving.
Flow of Project	
Funding:	Currently, the Obligated Group has available \$9,000,000 in approved State of Florida legislative appropriations ("FY24 Approved Appropriations"). The Bank is mindful that the Obligated Group has been approved, at the legislative level, for an additional

\$500,000 in legislative appropriations ("FY25 Approved Appropriations"); however, the Obligated Group's access to these funds is pending the Governor's signoff on the FY25 State Budget. It is the Bank's expectation that funding for the Project shall be the following based on the Project budget as of 4/5/24:

- 1. FY24 Approved Appropriations of no less than \$9,000,000;
- 2. FY25 Approved Appropriations, capital campaign funds, grants and Obligated Group's cash on hand of no less than \$2,200,000;
- 3. Bond proceeds, which shall be permanent amortizing debt upon the Drawdown Period expiration, of no greater than \$25,000,000.

Please note, a capitalized interest assumption was not included in the Project budget as of 4/5/24 and was not factored into the amounts above. The "no less than" dollar amount included in bullet 2 above is for illustrative purposes and may fluctuate once the Project budget is finalized.

- Amortization:Following the receipt and application to Bond principal of the legislative
appropriations for the Project and other available moneys, and beginning on the
37th month following the closing, principal of the Bond shall amortize over a period
of up to 360 months with a balloon payment due at maturity.
- Interest Rate: Interest on the Bond will be computed based on a 360-day year for the actual number of days elapsed. Unless the Obligated Group elects to lock-in the interest rate as described below, the initial interest rate will be set at 10:00 AM EST two (2) business days prior to closing. Rates below are indicative as of the date of this proposal.

Option 1:

A 15-year fixed rate calculated as the Bank's tax-exempt equivalent of the sum of the US Treasury Par Yield ("UST") 10-year Rate plus 2.20% per annum. The rate as of 4/17/2024 would be 0.79 x (4.67% + 2.20%) resulting in a rate of **5.43%** per annum.

Option 2:

A 5-year fixed rate calculated as the Bank's tax-exempt equivalent of the sum of UST 5-year Rate plus 1.75% per annum. The rate as of 4/17/2024 would be 0.79 x (4.69% + 1.75%) resulting in a rate of **5.09%** per annum ("Initial Fixed Rate"). On the 5th anniversary of the closing date the per annum rate will reset to the Bank's tax-exempt equivalent of the sum of the then 10-year UST Rate plus 2.05% per annum with a floor of the Initial Fixed Rate.

To the extent that interest on the Bond is or becomes taxable at any time during the Term, the bond documents will provide for an increase in the interest rate on the Bond to a taxable rate (i.e., the interest rates described above will be calculated without regard to the tax-exempt equivalency factor of 0.79), in lieu of resulting in an event of default. The tax-exempt rate will not change due to a change in corporate tax rates.

Rate Lock:Upon execution of the commitment letter, the Bank and Obligated Group may enter
into an agreement to lock the initial fixed interest rate on the Bond for up to 60 days

upon execution of a rate lock agreement with a non-refundable rate lock fee paid at execution. As of 4/17/2024, this fee would be \$40,000 for Option 1; \$35,000 for Option 2.

Payments: Monthly payments on the Bond of interest only for the first 36 months, followed by level mortgage-style principal and interest payments, with all outstanding principal and interest due at maturity. Payments shall be automatically charged on the first of the month to the deposit account of the Borrower established and maintained at the Bank (subject to the matters discuss under " Accounts & Cash Management" herein). The Guarantor shall also establish and maintain at the Bank the Capital Campaign Account, into which shall be deposited all capital campaign receipts for the Project permitted to be used to pay Project (i.e., Bond) debt service (and other Project costs). The Bank shall have the right to automatically charge this Capital Campaign Account on the first of the month the amount of any difference between the monthly payment on the Bond then due and the amount then on deposit in the deposit (debit) account of the Borrower established and maintained at the Bank. Late Charge/ **Default Rate:** The Borrower shall pay a late charge of 5% of any payment not received by the Bank within ten days of the due date thereof, and the payment of such late charge shall be a guaranteed obligation under the Guaranty. After the occurrence of an Event of Default, the Bond shall bear interest at a rate of 5% per annum above the rate that would otherwise be in effect if no Event of Default had occurred. **Redemption**/ Prepayment Premium: Bond is pre-payable at any time without a premium so long as the payment source is from the Borrower's operations, grants, government appropriations, campaigns and/or other internal funds, including but not limited to transfers from the Foundation, and not a refunding with another lender. Should the source of prepayment be a refunding with another lender, such prepayment shall be subject to a Yield Maintenance Fee (calculated as set forth below) payable by the Borrower. If the Borrower redeems the Bond in an amount equal to or greater than \$2,500,000, the Bank may re-amortize the outstanding principal balance over the remaining term, at the Borrower's request, but not more than once every three fiscal years of the Borrower and not more than twice over the Term of the Bond. The Borrower shall notify the Bank 15 days prior to such redemption.

Yield Maintenance Fee:

The "Yield Maintenance Fee" shall be equal to the sum of (A) all reasonable costs, fees and expenses incurred by the Bank due to the prepayment, plus (B) the present value of the difference between (1) the amount that would have been realized by the Bank on the prepaid amount for the remaining fixed-rate term of the Bond at the stated Interest Rate and (2) the amount that would be realized by the Bank by reinvesting such prepaid funds for the remaining fixed-rate term of the Bond, interpolated to the nearest month, at a replacement fixed rate equivalent to the interest rate index plus spread used to determine the Interest Rate on the Bond. Should part (B) of the penalty calculation above have a negative value, such negative value shall not reduce the total Yield Maintenance Fee and, in such event, the Borrower may prepay the indebtedness by paying part (A).

Reporting Requirements:

The following reports will be delivered to the Bank:

- Audited consolidated financial statements of the Obligated Group prepared by a CPA firm acceptable to the Bank due annually within 150 days of Obligated Group's fiscal year end;
- Year-end statements to be accompanied by an officer's certificate of compliance including confirmation that the Obligated Group is in compliance with the Minimum Debt Service Coverage Ratio set forth below, and stating that no event of default has occurred and remains uncorrected under any documents related to the Bond or the Guaranty;
- Promptly after receipt, a copy of all audits or reports submitted to the Obligated Group by independent public accountants in connection with any annual, special or interim audits of the books of the Obligated Group and any "management letter" prepared by such accountants. Each management letter relating to the Obligated Group's annual financial statements will be delivered not later than 150 days after the end of the fiscal year to which such management letter relates;
- Semi-annual report of enrollment statistics due each 10/1 and 3/1, to include recommits, applications, acceptances, enrollment, and waitlist. Report shall also include confirmation of the School's High-Performing status for the submitted school year;
- Quarterly (i) YTD Management Prepared Financial Statements (unaudited) of the Obligated Group including balance sheet, income statement, statement of cash flows, and a comparison of YTD operating results to YTD budget for such fiscal quarter, due within 60 days after each fiscal quarter end, and (ii) statements of all accounts not held by the Bank, including but not limited to all operating accounts and reserve accounts (operating and/or real estate-related), due within 15 days after receipt from the applicable depositary institution. The quarters ending 6/30 and 12/31 submission shall be accompanied by a certificate of compliance confirming the Obligated Group's compliance with the Minimum Days' Cash on Hand set forth below.
- Quarterly updated capital campaign report showing pledge commitment and collection activity in detail, due with 60 days after each fiscal quarter end.
- Not fewer than 30 days prior to the end of each fiscal year, the annual capital and operating budgets of the Obligated Group for the ensuing fiscal year;
- Within 10 days of the annual posting, notice of the posting by the State of the Report Card issued for the School; and
- Such additional information as the Bank may request from time to time.

Financial wonant

Minimum Days' Cash on Hand tested as of June 30 and December 31 of each fiscal year, commencing YTD 12/31/24. For the June 30 test, the minimum shall be 60 days. For the December 31 test, the minimum shall be 45 days. The covenant shall be colculated as follows: Days' Cash on Hand = (i) the number of days that have elapsed from the start of the fiscal year to the testing date (either 181 days or 365 days) times (ii) the aggregate unrestricted cash and investments of the Obligated Group, divided by (iii) the total operating expenses of the Obligated Group for the fiscal year, year-to-date, excluding depreciation, amortization and any other non-cash expenses.Limitation on Incurrence of Additional Debt And Creation of Liens:Without the prior written consent of the Bank, no member of the Obligated Group may incur any additional indebtedness or permit a lien on or otherwise pledge its assets as security, other than (i) existing indebtedness and liens permitted by the Bank as of the closing, and (ii) capitalized leases and other purchase money indebtedness in an amount not to exceed \$750,000 in aggregate, which shall not be on parity with the Bond.General Covenants:The documents will contain covenants customarily found in transactions of this type and size, and others appropriate to the transaction, including but not limited to, payments of amounts due to the Bank on the due date thereof, payment of taxes, limitations on liens, cross-default to other indebtedness, bankruptcy, merger or consolidation, increased costs, sale or sale and lease back of material assets, compliance with written conflicts of interest policy, payment of taxes, limitations on liens, cross-default to other indebtedness, bankruptcy, merger or consolidation, increased cost, sale or sale and lease back of material assets, compliance with laws and regulations relating to hazard	Covenants:	<u>Minimum Debt Service Coverage Ratio</u> of 1.10x for debt service on all indebtedness of the Obligated Group (in the aggregate; provided that the Guaranty shall not be "double counted" with any outstanding amount of the Bond not then in default), tested annually, commencing FYE 6/30/26. The covenant shall be calculated as follows: <u>Debt Service Coverage Ratio</u> = "Operating Cash Flow" divided by "Total Debt Service." " <u>Operating Cash Flow</u> " shall be based on the financial performance of the Obligated Group and shall mean, for any period, the Increase (Decrease) in Net Assets (Without Donor Restrictions), plus depreciation and amortization expenses, plus interest, plus/minus unrealized losses/gains, less unfinanced and unfunded capital expenditures, plus/minus non-cash expenses/(income). " <u>Total Debt Service</u> " shall mean, for any period, the total of (i) interest charges paid or required to be paid during such period, plus (ii) all regularly scheduled principal payments made in respect of any indebtedness for borrowed money or capital leases during such period.
Additional Debt And CreationWithout the prior written consent of the Bank, no member of the Obligated Group may incur any additional indebtedness or permit a lien on or otherwise pledge its assets as security, other than (i) existing indebtedness and liens permitted by the Bank as of the closing, and (ii) capitalized leases and other purchase money indebtedness in an amount not to exceed \$750,000 in aggregate, which shall not be on parity with the Bond.General Covenants:The documents will contain covenants customarily found in transactions of this type and size, and others appropriate to the transaction, including but not limited to, payments of amounts due to the Bank on the due date thereof, payment of taxes, limitations on liens, cross-default to other indebtedness, bankruptcy, merger or consolidation, increased costs, sale or sale and lease back of material assets, compliance with laws and regulations relating to hazardous materials and environmental laws, ERISA compliance and material judgments.Accounts & Cash Management:Prior to closing, the Obligated Group shall set up the following accounts with the		year, commencing YTD 12/31/24. For the June 30 test, the minimum shall be 60 days. For the December 31 test, the minimum shall be 45 days. The covenant shall be calculated as follows: Days' Cash on Hand = (i) the number of days that have elapsed from the start of the fiscal year to the testing date (either 181 days or 365 days) times (ii) the aggregate unrestricted cash and investments of the Obligated Group, divided by (iii) the total operating expenses of the Obligated Group for the fiscal year,
of Liens:Without the prior written consent of the Bank, no member of the Obligated Group may incur any additional indebtedness or permit a lien on or otherwise pledge its assets as security, other than (i) existing indebtedness and liens permitted by the Bank as of the closing, and (ii) capitalized leases and other purchase money indebtedness in an amount not to exceed \$750,000 in aggregate, which shall not be on parity with the Bond.General Covenants:The documents will contain covenants customarily found in transactions of this type and size, and others appropriate to the transaction, including but not limited to, payments of amounts due to the Bank on the due date thereof, payment of taxes, maintenance of insurance, maintenance of legal existence and good standing, confirmation of compliance with written conflicts of interest policy, payment of taxes, limitations on liens, cross-default to other indebtedness, bankruptcy, merger or consolidation, increased costs, sale or sale and lease back of material assets, compliance with laws and regulations relating to hazardous materials and environmental laws, ERISA compliance and material judgments.Accounts & Cash Management:Prior to closing, the Obligated Group shall set up the following accounts with the	Additional Debt	
type and size, and others appropriate to the transaction, including but not limited to, payments of amounts due to the Bank on the due date thereof, payment of taxes, maintenance of insurance, maintenance of legal existence and good standing, confirmation of compliance with written conflicts of interest policy, payment of taxes, limitations on liens, cross-default to other indebtedness, bankruptcy, merger or consolidation, increased costs, sale or sale and lease back of material assets, compliance with laws and regulations relating to hazardous materials and environmental laws, ERISA compliance and material judgments.Accounts & Cash Management:Prior to closing, the Obligated Group shall set up the following accounts with the		may incur any additional indebtedness or permit a lien on or otherwise pledge its assets as security, other than (i) existing indebtedness and liens permitted by the Bank as of the closing, and (ii) capitalized leases and other purchase money indebtedness in an amount not to exceed \$750,000 in aggregate, which shall not be
Management: Prior to closing, the Obligated Group shall set up the following accounts with the		type and size, and others appropriate to the transaction, including but not limited to, payments of amounts due to the Bank on the due date thereof, payment of taxes, maintenance of insurance, maintenance of legal existence and good standing, confirmation of compliance with written conflicts of interest policy, payment of taxes, limitations on liens, cross-default to other indebtedness, bankruptcy, merger or consolidation, increased costs, sale or sale and lease back of material assets, compliance with laws and regulations relating to hazardous materials and

	Within ten (10) days of being notified that the Bank is an approved Florida Qualified Public Depository (under current Florida statutes), the Obligated Group shall set up the following accounts with the Bank: primary operating accounts and reserve accounts (operating and/or real estate-related). The primary operating accounts and reserve accounts (operating and/or real estate-related) shall be fully transitioned and funded no later than three (3) months following the notification date that the Bank is a Florida Qualified Public Depository. The Obligated Group shall maintain these accounts throughout the term of the Bond. The Obligated Group may maintain secondary petty cash accounts at a local bank.
Title	
Report:	The Bank shall receive prior to closing, at the expense of the Obligated Group, a title report or certified lien/mortgage search indicating that there are no mortgage liens or similar encumbrances on the subject real estate other than those permitted by the Bank. The Title Report is specific to the negative pledge on the Foundation's real estate currently occupied by the School.
Title	
Insurance:	The Obligated Group at its sole cost and expense agrees to provide the Bank with an ALTA title insurance policy from an approved title company insuring the lien of the leasehold mortgage in form and substance satisfactory to the Bank, containing only such exceptions as are approved by the Bank and including such endorsements are required by Bank and Bank's counsel including, but not limited to, an ALTA 9 Comprehensive Endorsement. The Title Insurance is specific to the Project property.
Condition of	
Property:	
	1. The Obligated Group shall provide to the Bank copies of all permits, certificates, consents, licenses and approvals necessary from the appropriate governmental or private authorities or agencies for the zoning, use, occupancy and operation of the Project site.
	2. The Obligated Group shall provide to the Bank copies of all leases and occupancy agreements, and all management, service and other contracts or arrangements affecting the use or operation of the Project site.
B 1 B 4 4	3. The Obligated Group shall provide to the Bank certificates of municipal liens and/or other evidence of payment of real estate taxes applicable to the Project site or evidence that the Project site is exempt from real estate taxes.
Real Estate	
Appraisal:	At all times, outstanding Bond principal shall not exceed the lesser of (i) \$25,000,000 and (ii) 75% of the "as complete" appraised value of the Project property. The Bank will have the right to periodically reappraise the Project property, at the Obligated Group's cost, but no more than once every 4.5 years, or at any time following the occurrence of an Event of Default.
Environmental	
Report:	The Bank will require receipt and satisfactory review of a Phase 1 environmental report on the Project property at a cost to be borne by the Obligated Group. In the event an existing report has been completed, it will be subject to satisfactory Bank review and receipt of a reliance letter, the cost of which shall be the Obligated Group's responsibility.

Environmental Representations and Warranties:	Documentation shall contain: (i) detailed representations and warranties of the Obligated Group respecting the absence of oil and other hazardous material from the Obligated Group's real property and Project property; (ii) requirements satisfactory to the Bank respecting the handling, generation, storage or disposal of such materials (including on-going documentation of compliance with law) by the Obligated Group or any occupant of the real property and (iii) such full recourse indemnities respecting oil or other hazardous materials as the Bank may require.
Construction:	The Project shall be governed by a guaranteed maximum price or fixed-price construction contract (including a performance bond in form and substance, and with a contractor with financial strength, reasonably acceptable to the Bank) which shall include industry-based hard cost contingency and retainage provisions.
Construction Conditions:	 The Bank shall require the following with regard to the Project, at the expense of the Obligated Group: Receipt and satisfactory review of the construction contract for the Project with a contractor reasonably acceptable to the Bank, which, shall be a fixed-price or guaranteed maximum price contract and shall include an industry-based contingency reserve and retainage provision and shall otherwise be in form and substance satisfactory to the Bank; Review and approval of the construction budget for the Project, which, shall include hard costs, builder's risk insurance, architectural fees, sufficient funding for the neument of real extent targe for the Project reserve and for insurance.
	 for the payment of real estate taxes for the Project property and for insurance premiums for the Project property during the development period, any other costs associated with the Project and an industry-based contingency reserve based on the overall dollar amount (5% minimum) and shall include a line item for the cost of the Bank's construction consultant, comprising the initial review of plans and specifications (estimated to be \$6,750) and inspections for each requisition throughout construction (estimated to be \$2,300 per inspection); Review and approval of the construction schedule, plans, specifications, permits and approvals for the Project; and Conditional assignment of the Construction contract, plans, specifications, permits and approvals for the Project to the Bank.
Disbursement Conditions:	 Construction proceeds will be advanced into the Project Account as requested by the Obligated Group in accordance with the Bank's construction disbursement conditions, including without limitation: Lien waivers from the general contractor and, at the Bank's request, any major subcontractors; Review of requisitions and inspection of work performed by the Bank's construction consultant, at the Obligated Group's expense; Confirmation that the undisbursed construction proceeds, together with other funds of the Obligated Group for such purpose, are sufficient to complete the Project. Project sources and uses of funds shall remain "in balance." Deposits shall be made by the Obligated Group for any change orders or other items not otherwise covered by contingency that cause the overall project costs to

increase from the budget presented and approved by all parties prior to the loan closing;

- Updated construction consultant inspections will be performed, at each request for disbursement of funds during the construction period. Cost of each construction inspection will be borne by the Obligated Group;
- Each disbursement will be subject to an appropriate retainage of amounts due to the contractor and each subcontractor;
- No material adverse change shall have occurred with respect to the assets, business, operations, prospects, or condition (financial or otherwise) of the Obligated Group and no default shall have occurred with respect to any loan facility or other contract of agreement of any member of the Obligated Group and having a value equal to or greater than \$500,000; and
- The final disbursement for the Project is subject to receipt of an unconditional Certificate of Occupancy.

Usual and customary in transactions of this type, including without limitation, the following:

- Absence of any material adverse change in the assets, business, operations, prospects, or condition (financial or otherwise) of the Obligated Group;
- Receipt of a certificate(s) of insurance from an insurance company acceptable to the Bank providing evidence of insurance against property and casualty, liability, hurricane, flood, if applicable, and workers compensation claims at levels satisfactory to the Bank, and Obligated Group shall continue to provide such evidence as requested.
- Formal credit approval by the Bank;
- The Obligated Group entities shall provide evidence to the Bank of their respective Internal Revenue Code Section 501(c)(3) tax-exempt status and the School will also provide documentation evidencing their accreditation;
- Opening of the Foundation's Capital Campaign Account and the School's Project Account;
- Receipt by the Bank of the Obligated Group's account analysis statements for their primary operating accounts, for the most recent three (3) months;
- Receipt and satisfactory review of the School's By-Laws and other governance documents of the School;
- Receipt of the School's written conflicts of interest policy and certification of its compliance therewith;
- Receipt and satisfactory review of the School's current charter contract;
- Receipt and satisfactory review of approval documentation from the State, approving the FY24 Approved Appropriations of no less than \$9,000,000 for the Project;
- Once approved by the State, receipt and satisfactory review of approval documentation from the State, approving the FY25 Approved Appropriations of no less than \$500,000 for the Project;
- Receipt and satisfactory review of the Obligated Group's YTD 12/31/23 management-prepared financial statements;
- Receipt and satisfactory review of the School's High Performing status;
- Receipt and satisfactory review of the School's enrollment data for school year 2020-21 through 2023-24, which shall include recommits, applications,

Conditions Precedent:

The Seaside School, Inc.

acceptances, matriculants, enrollment, waitlist. Enrollment data should be based on the February submission to FL DOE; Receipt and satisfactory review of the Obligated Group's capital campaign report • showing pledge commitment and collection activity in detail; A listing of the items to be financed with Bond proceeds and Bond Counsel's opinion that the proposed use of the proceeds complies with the provisions of the Internal Revenue Code and regulations applicable to a qualified tax-exempt bond; Satisfactory documentation of the Terms and Conditions outlined herein, including without limitation usual and customary representations and warranties, increased costs, opinion of Obligated Group's counsel, affirmative and negative covenants, including but not limited to limitations on affiliate transactions, liens, contingent liabilities, asset sales, Most Favored Lender covenant, material adverse change, and other terms and conditions and events of default. The Obligated Group agrees to provide the Bank all other information required . for the Bank to complete its due diligence. **Other Terms** and Conditions: The Obligated Group will pay all reasonable fees and expenses incurred by the • Bank, whether or not the Bond closes. The Obligated Group is to pay all fees of its counsel, Bond Counsel and Bank Counsel and all other transaction costs. Other Conditions to be determined. **Bank Counsel:** Nathan Treu, Squire Patton Boggs (US) LLP. Legal fees of Bank Counsel are estimated not to exceed \$65,000. To the extent that additional discussions, document revisions or investigations by Bank Counsel are required, the Borrower shall be charged at the hourly rates of Bank Counsel for such additional work. Commonwealth of Massachusetts (Issuer documents and real estate documents **Governing Law:** shall be governed by the State of Florida, as applicable). Indemnification: Whether or not the transaction contemplated hereby is consummated, the Obligated Group agrees to indemnify and hold harmless the Bank and its directors, officers, employees, affiliates (including each affiliate's directors, officers, and employees), agents and any other controlling persons (the "Indemnified Parties"), from and against all losses, claims, settlement agreements, obligations, damages, liabilities and expenses, joint or several, to which any such Indemnified Party may become subject arising out of or in connection with this proposal, the Bond, the use of proceeds of the extensions of credit thereunder or any related transaction or any claim, litigation, investigation or proceeding relating thereto any of the foregoing, regardless of whether any of such Indemnified Parties is a party thereto, and to reimburse each of such indemnified parties upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing; provided, however, that the foregoing indemnity will not, as to any indemnified party, apply to losses, claims, damages, liabilities or related expenses to the extent resulting from the willful misconduct or gross negligence of such Indemnified Party as determined by a final order of a court of competent

jurisdiction.

Changes in	
Condition:	The terms and conditions established by this proposal were based upon information currently available to the Bank, and the Bank reserves the right to reconsider the proposal and each term of this letter, should additional information come to its attention or circumstances change.
Expiration:	The terms and conditions outlined herein shall expire April 26, 2024 unless extended by the Bank in its sole discretion.
Timing:	Final credit approval will be determined within 15 business days from receipt of an accepted copy of this proposal, satisfaction of due diligence requirements and payment of deposit, as described below.
Disclosure:	This proposal letter is intended to be a confidential communication, and the Bank will expect you to kindly refrain from disclosing the content of the letter to others (outside of counsel, transaction participants, consultants, CPA, and requests subject to existing Florida Sunshine Law) without the prior written consent of the Bank.
Acceptance:	We hereby agree to the terms and conditions outlined herein and request that the Bank move forward with its formal credit approval process. We have attached a check in the amount of \$25,000 to be applied to closing costs.

By: ______ Duly Authorized Signatory The Seaside School Foundation, Inc. Title: By: _____

Duly Authorized Signatory The Seaside School, Inc. Title:

Submitted By: <u>Demetric Spinney</u>

Demetrie Spinney Director SVB Private, a division of First-Citizens Bank & Trust Co. 53 State Street, 28th Fl Boston, MA 02109 781-426-5764 Cell dspinney@svb.com

Coversheet

Vote on Bylaws

Section: Item: Purpose: Submitted by: Related Material: V. Governance A. Vote on Bylaws Vote

Seaside_School_Bylaws_2024.03.08_redline_(1).docx

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

SECTION I NAME, ADDRESS, PURPOSE AND LIMITATIONS

- <u>Name</u>: The name of the corporation is the "The Seaside School, Inc.", hereinafter referred to as the "School." The street address of the School's principal office is 10 Smolian Circle, Seaside, FL 32459. The School is named for, and its middle school campus is 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 <u>SchoolCorp</u>. The School's high school campus operates under the name Seacoast Collegiate High School as of the date of this amendment.
- 2. <u>Purpose</u>: The School has been organized to operate a charter school in Walton County, Florida and in connection therewith, to receive and maintain a fund or funds of real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes, either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Code.
- 3. <u>Limitations</u>: The following are limitations on the activities, purposes and organization of the School:
 - a. The School is not organized for and is not to be operated for pecuniary gain or profit.
 - b. No part of the property of the School and no part of its income or earnings are to accrue to the benefit of any director, officer, employee of, or member of a committee of, or person connected with the School. This shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the School in effecting any of its purposes as shall be fixed by the Board of Directors. No such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the School. Upon dissolution or winding up of the affairs of the School, whether voluntary or involuntary, the assets of the School, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine or as may be determined by a court of competent jurisdiction upon application of the Board of Directors, exclusively to religious, charitable, scientific, literary, or educational organizations that would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 and its regulations as they now exist or as they may hereafter be amended and which organizations carry on activities which are the same as or similar to those activities which were supported, promoted or conducted by the School.
 - c. The School is prohibited from engaging in any activity contrary to the purposes for which the School is organized. No director, officer, employee, or representative of the School shall take any action or carry on any activity by or on behalf of the School not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal

Revenue Code of 1986 and its regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 and its regulations as they now exist or as they may hereafter be amended.

4. <u>No Members</u>: The School shall have no members.

SECTION II BOARD OF DIRECTORS

- 1. <u>Qualifications</u>: Qualifications for members of the Board of Directors (the "**Board**") shall be as determined from time to time by the Board based on the needs, goals and objectives of the School at such time. Notwithstanding the foregoing, the Board shall not have the right to refuse any application for any person based on a reason relating to discrimination of any protected class of individuals recognized as such by the State of Florida.
- 2. Board Selection Committee:
 - a. There shall be a Board Selection Committee composed of at least four (4) members of the Board, one of which shall be the Chairman.
 - b. The Board Selection Committee shall be appointed by the Chairman.
 - c. The Board Selection Committee shall review and consider those individuals which have properly submitted a complete application for consideration in accordance with policies and procedures adopted by the Board and shall present a slate of recommended candidates for all vacancies to be filled. The Board Selection Committee shall also select no less thanbetween one (1) and three (3) alternates for consideration by the Board for consideration in the event one or more of the initial slate is not selected.
 - d. The candidates shall be chosen by a majority of the votes of the directors voting. The Board may vote on such candidates as a slate or individually upon motion by a director.
- <u>Number</u>: The Board shall be composed of not less than seven (7) directors nor more than fifteen (15) directors, provided, that, the total number of directors shall decrease to not more than eleven (11)thirteen (13) directors on or before August 1, 2027-2024 and shall remain capped at no more than eleven thirteen (1311) directors thereafter. The number of directors shall be determined from time to time by the Board.
- 4. <u>Term</u>: Each director elected prior to August 1, 2023 shall serve for a period of three (3) years and each director elected after August 1, 2023 shall serve for a period of four (4) years, unless the director was selected to fill a vacancy, in which case that director shall serve the balance of the term left by the Director creating the vacancy.
- 5. <u>Resignation</u>: A director may resign at any time by submitting a written notice of resignation to the Chairman. Such resignation is effective when received, unless a later date is set forth in the written notice of resignation, not to exceed ninety (90) days after the date of such notice. No acceptance of the resignation by the Board is necessary.

- 6. <u>Removal</u>: A director may be removed at any time for cause at a regular or special meeting called by the Chairman for that purpose by the vote of a majority of the total number of directors elected at such time (the "**Entire Board**"). The director subject to removal shall be given not less than ten (10) days' advance notice of the purpose of the meeting. For purposes of these Bylaws, the term "cause" includes, but is not limited to, (a) commission of an act malicious or detrimental to the School or the purposes for which it is formed, (b) failure to attend three (3) consecutive Board meetings, (c) violation of or refusal to sign when required the Conflict of Interest or Code of Ethics policies of the School, or (d) failure to actively engage in Board and/or committee work to a level commensurate with the prevailing standard of participation of directors, including but not limited to failing to regularly attend or participate in Board and/or committee meetings.
- 7. <u>Vacancy</u>: Any vacancy occurring in the Board during a director's term may be left vacant or may be filled for the remainder of the term. The decision as to whether to leave a position vacant or to fill such position for the remainder of the term shall be made by a majority vote of the directors present at any Board meeting at which there shall be a quorum present. If the Board desires to fill such position, the Board Selection Committee shall recommend an alternative from the immediately preceding regular selection process for consideration by the Board. The individual selected to fill the vacant position shall serve for the remainder of the term of the position being filled.
- 8. <u>Conflict of Interest and Code of Ethics Policy</u>: Each director shall abide by the Conflict of Interest and Code of Ethics policies of the School, as amended from time to time. Each director shall annually review, complete and sign a copy of the Conflict of Interest and Code of Ethics policies.

SECTION III OPERATION OF BOARD OF DIRECTORS

- 1. <u>Meetings</u>: The Board 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 vote of the Entire Board. Reasonable notice of time, purpose and location of the meeting shall be given to all members of the Board and public notice of such meeting shall be given in accordance with applicable law. The fiscal year of the School shall be the school year. Special meetings may be called by the Chairman, by a majority vote of the Entire Board at a meeting. In addition, a special meeting shall be called by the Chairman within not more than twenty (20) days upon receipt of a written request signed by four (4) or more directors, provided that such request must specifically statute_state_the purpose(s) for which the meeting is requested. Proxies, general or special, will not be accepted for any purpose in the meetings of the Board. The minutes of all meetings of the Board shall be kept and made available in accordance with applicable law.
- 2. <u>Powers</u>: The affairs and property of the School shall be managed by or under the direction of the Board, subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and these Bylaws. The Board is authorized to adopt such policies, rules and regulations as may be necessary and appropriate to implement the provisions of these Bylaws and to achieve the purpose and goals of the School. The Board 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 to regularly evaluate the progress of the School and to ensure that the policies, rules and regulations of the School are

properly implemented.

- 3. <u>Quorum</u>: 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, provided that such process is not contrary to applicable law.
- 4. <u>Action by the Board</u>. 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 except where otherwise specifically provided by statutes or by these Bylaws. A board member shall abstain from voting on a particular matter if required by the Conflicts of Interest policy and may abstain from voting on a particular matter for personal reasons which the director believes makes him/her unable to vote in the best interests of the School. A director who abstains from a vote shall not be counted for purposes of determining the satisfaction of any voting or consent requirement for action by the Board and shall be excluded from the denominator for purposes of determining the satisfaction of any required voting percentage.
- 5. <u>Conduct of Meetings</u>: All meetings of the Board and any committees of the Board 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. Provided, however, that the failure to strictly follow the procedures set forth in Roberts' Rules of Order shall not, standing alone, form a basis to challenge or invalidate any otherwise proper action taken by the Board.
- 6. <u>Reimbursement for Expenses</u>: Directors shall be entitled to reimbursement for out of pocket expenses incurred on behalf of the School provided that such reimbursement has been approved by the Board.
- 7. <u>Committees</u>: The Chairman may appoint from time to time such committees as it deems appropriate in carrying out the purposes of the School. The role and duties of each committee shall be determined by the Board from time to time. Committee members, other than the chairperson of such committee, are not required to be directors. Reasonable notice of time, purpose and location of any committee meeting shall be given to all members of the committee, and public notice of such meeting shall be given in accordance with applicable law. The minutes of all committee meetings shall be kept and made available in accordance with applicable law.

SECTION IV OFFICERS

- 1. <u>Selection</u>: The officers described in this section shall be elected by the Board. All officers must be members of the Board. A director may serve as more than one (1) officer provided that the secretary and the <u>president-Chairman</u> shall not be the same person.
- 2. <u>Composition</u>: The officers of the School shall be elected from and by the Board on an annual basis 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 one (1) year, <u>except that the term of office of the Chairman shall be for two (2) years</u>. The Board shall have the authority to appoint such other officers to assist in the affairs of the School in its discretion. The officers shall have those duties as determined by the Board.

- 3. <u>Chairman</u>: The Chairman of the Board shall preside over the meetings of the Board. He/she shall have the general powers and duties of supervision and oversight of the affairs of the School, shall keep the Board fully informed of the activities of the School and shall count the votes on all matters. The Chairman may, at any time in the interest of the School, appoint a special committee or call a special meeting.
- 4. <u>Other Officers</u>: The other officers shall have such duties and powers which customarily pertain to such office or which are otherwise delegated to such officers by the Board. Without limiting the foregoing, the Vice Chairman shall act in the place and stead of the Chairman in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice Chairman by the Board.
- 9. <u>Resignation</u>: An officer may resign at any time by submitting a written resignation to the Chairman. Such resignation is effective when received, unless a later date is set forth in the written notice of resignation, not to exceed ninety (90) days after the date of such notice. No acceptance of the resignation by the Board is necessary.
- 5. <u>Removal</u>: An officer may be removed at any time with or without cause by the vote of the Board.
- 6. <u>Vacancy</u>: Any vacancy occurring in the required officer positions shall be filled for the unexpired portion of the term by a director elected by the Board to such position.

SECTION V

INDEMNIFICATION

- 1. Generally: The School shall indemnify any officer, director or committee member of the School who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a director, officer or committee member of the School, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnity, that he/she did not act in good faith or that he/she acted in a manner he/she believed to be not in or opposed to the best interest of the School, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he/she believed to be not in or opposed to the best interest of the School, and with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.
- 2. <u>Insurance</u>: The School shall purchase and maintain a Director and Officer Liability Policy in amounts deemed appropriate by the Board insuring the School and its individual directors and officers against the defense costs or liabilities arising out of such individuals service as directors

or officers of the School.

- 3. <u>Non-exclusive</u>: The rights of indemnification set forth in these Bylaws 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.
- 4. <u>Committee Members</u>: To the extent that insurance is reasonably available, the School shall extend the same indemnification provided in this Section V to non-Director committee members.

SECTION VI GENERAL

- 1. <u>Gender</u>: The masculine or feminine gender is used for convenience and is intended to include the other gender as well.
- 2. <u>Amendment</u>: These Bylaws and the Articles of Incorporation 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.

[Remainder of page intentionally left blank; officer certification appears on the following page.]

The undersigned hereby certifies that these Bylaws were approved and adopted by the Board of Directors on June 15, 2023 April 18, 2024.

Chairman, The Seaside Neighborhood School, Inc.

Secretary, The Seaside Neighborhood School, Inc.

Original Document Prepared 1994; Revised 1996; Revised 1999; Revised 2006; Revised August 2014. Revised May 21, 2020 Revised June 15, 2023 <u>Revised April 18, 2024</u> 4883-7516-4003, v. 2

Coversheet

Middle School Principal Updates

Section: Item: Purpose: Submitted by: Related Material: VI. School Leadership Team B. Middle School Principal Updates FYI

SKM_C3320i24041710330.pdf

Seaside Neighborhood School Space Request

Date of Req	uest: 4/13/24	Requestor: Heath Carroll, ECTC
Date of Eve	nt: July 8th - 12th	Food & Beverage/Caterer: NA
	ent: ECTC Summer Carry	p "Disney Dreams"
Type of Eve	nt: Fine Arts Summer	Carp
Venue Rent	al: Set Up Date – Start & End Time M	A Event Begin & Event Break Down # People End Time 9av/2pm Start & End Time N/A
1. Dance	e Room	
2. Buildi	ng 1	
3. Buildi	ng 2	
4. Buildii	ng 3	
5. Other	The same spice know what it wa	as last summer 1 apologize 1 do not
What addition What equipme Audit Who is to be r Lect Attach prelimi	ent (sound, props, stage, tent) wi speaker esponsible for trash collection? Instructor nary parking plan – how many ca to be dropped off picked uests? This approval is contingent upo the "Seaside School Space Req *Fee to be paid to made payable	on the event planner adhering to juest Guidelines," which are attached.
	LY	
SEASIDE USE ON		
REVIEWED :		DATE:
REVIEWED : PRINCIPAL		DATE: DATE:

APPROVED

DECLINED

BOARD PRESIDENT APPROVAL SIGNATURE

DATE

"REV. 7/14/15"

SEASIDE Event Guidelines

Seaside School 3rd 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, and Buildings & Maintenance

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.

- 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 Buildings & Maintenance Committee. 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 Buildings & Maintenance Committee for review, prior to presentation to the Board of Directors.
- Committee will 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.
- Committee head 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 3rd Party execute prior to commencement of any use.
 - o review 3rd party's insurance policy/rider for compliance with Policy, and file a copy along with the use application and Use Agreement documents;
 - o collect approved fees, prior to actual use of facilities by 3rd party, and deposit/distribute to appropriate personnel;
 - o provide approved 3rd party access to, and assure the security and condition of facilities following use;
 - o report to Board of Directors or Committee head any concerns or issues following any particular use;
 - o perform other such duties as the Board of Directors may institute from time to time regarding 3rd 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.

eath Carroll _Event Requestor Signature and Print Name 4 3 Date

"Rev. 7/14/15"

Coversheet

Foundation Report

Section: Item: Purpose: Submitted by: Related Material: VII. Foundation A. Foundation Report FYI

4.18.24 Seaside School Board Report.pdf

SEASIDE SCHOOL FOUNDATION UPDATE | 04.18.24

Submitted by: Teresa Horton, Executive Director

teresa@seasideschoolfoundation.org | 850-231-0396x118 or 513.578.9555

SSF Financial Review as of 3.31.24

- Cash/Operating Fund: \$742,732
- Capital Campaign Fund: \$564,942*
 - *\$125,927 Community Bank | \$439,015 due from other funds
- Endowment Fund: \$398,896 | Investment Fund: \$828,624

The Seaside School Foundation, Inc. FY24 GOALS:

- \$2,500,000 Major Gifts Revenue
- \$150,000 Annual Fund Revenue
- \$800,000 Net Event Revenue

Capital Campaign

• FY24 Capital Campaign: \$590,350 towards \$2,500,000 goal

- 100% Board Participation | <u>Schedule time to meet</u>
- Capital Campaign Toolkit
- Path to \$10M | FY24-28
- The Fin Club | Leadership Giving Program

Seaside School Foundation Fundraising Overview	FYTD	VARIANCE	GOAL
Overall Capital Campaign Funds Raised to Date	\$2,740,021	\$7,259,979.00	\$10,000,000.00
FY24 Capital Campaign Funds Raised to Date	\$590,350	\$1,909,650.00	\$2,500,000.00
Monthly Fundraising Activity APRIL			
Monthly Campaign Activity through April 17, 2024	\$126,000		
Active Campaign Prospects + Stages	Number of Prospects	Total Target Gift Range	
Active Campaign Prospects + Stages Stage One: Identification/Evaluation		_	
	Prospects	_	

SEASIDE SCHOOL FOUNDATION UPDATE | 04.18.24 Submitted by: Teresa Horton, Executive Director

ANNUAL FUND

- FY24 Annual Fund: \$30,160.93 towards \$150,000 goal
 - 100% board and parent participation | Text to Give
 - Seaside School Family Philanthropic Commitment Form

FUNDRAISING EVENTS

• FY24 Fundraising Event Net Proceeds: \$654,203 toward \$800,000 goal

2023 Tom Glavine Field of Dreams

• \$110,203 in net proceeds

2024 Seaside School Race Weekend

• Overall about \$544K in net proceeds

FY25 FUNDRAISING EVENTS

The Fin Club | Leadership Giving Program

2025 Tom Glavine's Field of Dreams Charity Golf Outing

• Tuesday, October 8, 2024 | Shark's Tooth Golf Club