

Seaside School, Inc

May Board Meeting

Published on May 15, 2024 at 1:12 PM CDT Amended on May 16, 2024 at 5:55 PM CDT

Date and Time

Thursday May 16, 2024 at 5:00 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.

Agenda

			Purpose	Presenter	Time
I.	Оре	ening Items		5:0	00 PM
	A.	Record Attendance			1 m
	В.	Call the Meeting to Order			
	C.	Approve Minutes	Approve Minutes	Kav Tucker	1 m
		Approve minutes for April Board Meeting on April	18, 2024		
	D.	Consent Items	Vote	Kav Tucker	5 m

- Annie Sheets Reading Intervention HS
- Fay Belshe Ed.D. HS Science
- Michelle Curtis Student Success Coordinator and ESE Teacher

Renewal of The Seaside School Employees)in Exec Dir Report

April Financials

New Hires:

- Current year Revenue & Expense statements shows a \$110K surplus, largely in the General Fund.
- To further assist with everyone's understanding of the activity within the financial statements, I have separated the Balance sheet and the Summary Revenue and Expense by Fund so the Activity of each can be seen independently. The Middle/High/Board tabs are still available to drill down into the transactional detail that makes up the figured on the summary tab.

			Purpose	Presenter	Time
II.	De	velopment			5:07 PM
	A.	Updates	FYI	Mike Kerrigan	5 m
		Discussed			
		 Hawkeye Report (met with Hawkeye 5/15) Working List Privacy Pads (key codes) Badges for students Daily window walkthrough (SR Stronger radios and cell phone Locks on internal closets/risers CB Checks (internal WCSD hi Mid-year hires (threat assessn Build safe room Office of Safe Schools Visit One missing signature on one of 10 in No other compliance findings Discussed the Long Term repairs plan. Identified to the supplementary of the supplement	e boosters res to complete) nent trainings) meetings		
		MS paint (one building)Floors (2 building)			
		Safe room and other recommendations from	n safety audits		
	В.	IT Services Provider Contract	Vote	Mike Kerrigan	5 m
III.	Exe	ecutive Committee			5:17 PM
	A.	Legislative Support Agreement (Continuation of Services)	FYI	Kav Tucker	5 m
		Will vet in May, address in the June.			
IV.	Exc	ecutive Director Support and Eval Committee			5:22 PM
	A.	Data Collection and Goal Setting	Discuss	Jenna O'Donoghue	2 m

		Purpose	Presenter	Time
V.	Finance			5:24 PM
	A. Finance Updates			5 m
VI.	Governance			5:29 PM
	A. Appeal for enrollment	Vote	Robert Kauffman	10 m
	B. Governance Updates	FYI	Robert Kauffman	5 m
VII.	School Leadership Team			5:44 PM
	A. Executive Director Report	FYI	Thomas Miller	10 m
	Click here:			
VIII.	Student Excellence			5:54 PM
	A. Science Textbook Adoption	Vote	Jenna O'Donoghue	5 m
	For the 2024-2025 School Year both school ca Curriculum. A vote is needed to approve the fu textbooks recommended by the Walton County Discovery Education; 2. Savvas	nding for this pu	rchase. There are two	
IX.	Other Business			
Χ.	Closing Items			

Vote

A. Adjourn Meeting

Coversheet

Approve Minutes

Section:
Item:
C. Approve Minutes
Purpose:
Approve Minutes

Submitted by:

Related Material: Minutes for April Board Meeting on April 18, 2024



Seaside School, Inc

Minutes

April Board Meeting

Date and Time

Thursday April 18, 2024 at 5:30 PM

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

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Directors Present

A. Jordan, C. Lewis, D. Lilienthal, F. Brown, G. Latour, J. Ward, K. Tucker, L. Blue, M. Kerrigan, M. Uhlfelder, R. Kauffman, T. Brooks

Directors Absent

A. Winicki, D. Tinghitella, J. O'Donoghue

Directors who left before the meeting adjourned

M. Uhlfelder, T. Brooks

Guests Present

D. Ward, K. Mixson, M. Willcox, T. Horton, 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 Apr 18, 2024 at 5:51 PM.

The meeting was opened with discussion from K. Tucker and P. McCarthy on the expansion and GMP they had received from Wharton-Smith just prior to the board meeting. The option of moving forward with two buildings at \$34.6 million, which doesn't include things such as furniture. Total costs would be \$39.4 million. In order for us to open by Fall 2025, we need to let Wharton-Smith know as soon as possible. Phasing was discussed, taking more time and opening by 2026 or phasing in terms on one building at a time. The target is to open in fall of 2025 and in order to do so we need to release W-S to start on the two buildings or release them to do everything they need to do over the next several months (underground, plumbing, electrical etc). We have a term sheet we need to vote on. M. Kerrigan asked what would be the con of greenlighting now. P. McCarthy went over what might happen if for some reason, the lending fell through. N. Vlahos talked about costs and how the price should come down in the next few months. The appraisal has been ordered and this is all contingent upon appraisal. K. Tucker -the foundation voted on the term sheet, and we need to vote on moving forward with that. C.

Brown expressed his concerns with the one building concept and that we need to move forward with two buildings. L. Blue questioned if turning them loose was a \$10 million dollar liability and how much we would be out if it did not go through. AJ from W-S said no more than \$10 million. S. Widman-it makes sense to move forward with two buildings. N. Vlahos- expressed we need to start the financing process.

- J. Ward made a motion to approve financing.
- F. Brown seconded the motion.
- M. Uhlfelder asked about the plan if we can't make the deadline due to weather. AJ from Wharton-Smith explained weather days are built in and if we had a bad weather season it would be covered.

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

- P. McCarthy asked the representatives from Wharton-Smith to revise the GMP amendment to include what is necessary in maintaining the two buildings on schedule.
- J. Ward made a motion to support Wharton-Smith moving forward and get what they need to stay on schedule.
- R. Kauffman seconded the motion.
- P. McCarthy went over finances and closing should happen by June. AJ stated they could easily go five to six months in before they incur \$12 million. G. Latour expressed the need to move forward. The school foundation has already released them at approximately \$12 million for structural, steel, concrete and masonry. Clarification of if they vote to move forward they are committing to \$10 million that is not available right now.

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

Roll Call

A. Jordan Aye J. O'Donoghue Absent D. Tinghitella Absent F. Brown Aye K. Tucker Aye M. Uhlfelder No T. Brooks Aye D. Lilienthal Aye G. Latour Aye M. Kerrigan Aye A. Winicki Absent C. Lewis Aye R. Kauffman Aye J. Ward Aye L. Blue No

C. Approve Minutes

- M. Kerrigan made a motion to approve the minutes from March Board Meeting on 03-14-24.
- D. Lilienthal seconded the motion.

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

D. Consent Agenda

- J. Ward made a motion to approve the consent agenda items.
- M. Kerrigan seconded the motion.

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

II. Development

A. High School Expansion

The construction progress update was discussed at the beginning of the meeting.

B. Triumph Grant Consultant

The foundation was engaged with Liberty Partners to help us get a Triumph Grant. The contract with the foundation had expired and at the recommendation of NWFSC reached out to TSG Advisors. The school would like to engage with TSG and pick up where they left off and get a successful application. Tom and the admin team brought the TSG proposal to the development committee at the April 9th meeting, and we voted unanimously to give them 16 weeks to get us an application to be submitted for our Triumph Grant. The cost would be \$36 thousand. They heve a significant experience and Tom and his team feel good about them.

M. Kerrigan made a motion to approve TSG Advisors proposal as presented for Triumph Grant writing services.

A. Jordan seconded the motion.

The \$36 thousand covers a certain time. If they are delayed because of us, it will be \$14 thousand monthly after the time.

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

C. Updates

No updates.

D. Major Gifts/Capital Campaign Consultant

L. Blue discussed the capital campaign and the unique challenges with fundraising for our schools. We are looking to raise \$10 million dollars. T. Horton- right now we have \$2.7 million. L. Blue- The capital campaign strategy committee interviewed three different groups: Jim Rice, Sharity and Brian Boone. L. Blue went over what each group could offer. Brian Boone has a 90-day plan and said he would do it fo \$15 thousand. L. Blue said if we did his 90-day program, he would pay for it. K. Tucker said he appreciated L. Blue for asking direct questions and stepping up.

L. Blue made a motion to approve contract with Brian Boone.

M. Kerrigan seconded the motion.

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

III. Executive Committee

A. Expansion

This was covered at the beginning of the meeting.

IV. Finance

A. Financials

C. Brown- We're doing well on financials. Running a \$130 thousand dollar surplus. The budget for next year has been started.

B. SCHS Expansion

The term sheet was discussed at the beginning of the meeting.

V. Governance

A. Appeals

R. Kauffman - Our meeting was Monday, we had four appeals from the admissions process. Each of them was based on eligibility for Walton County preference. We granted two of them and denied two of them. Although we granted two of the appeals, we think the administration, Tom and Melissa, made all the right decisions judging the applications correctly. Additional information was provided to us at the meeting. There is a second level of appeal available to those denied. We may be hearing those at the meeting next month.

B. Vote on Bylaws

M. Kerrigan made a motion to approve the changes with the exception of section 2.3 regarding the number of members on the board.

A. Jordan seconded the motion.

All board members discussed their viewpoints, pros and cons of leaving the number the same (13) or continuing to reduce the number of board members to (11).

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

- T. Brooks left at 6:50 PM.
- R. Kauffman made a motion to approve section 2.3 regarding the number of members on the board as red lined.
- M. Kerrigan seconded the motion.

Members of the board expressed their viewpoints in favor or oppostion.

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

Roll Call

- D. Lilienthal Aye
- D. Tinghitella Absent

Roll Call

A. Jordan Aye J. O'Donoghue Absent M. Uhlfelder Aye L. Blue Aye T. Brooks Absent G. Latour Aye M. Kerrigan Aye J. Ward No F. Brown Aye C. Lewis Aye K. Tucker No R. Kauffman Aye A. Winicki Absent

VI. School Leadership Team

A. Executive Director Updates

Kim Mixson, Annette Railey and Serena Richard were nominated as Florida Charter School Champions. We are launching The Seaside Way Scholarship. Our goal is to give away at least five scholarships to our seniors. Drew did a roundtable with the upperclassmen to see how we can get them more engaged. Climate surveys are going out this week. Tom also discussed enrollment and the waitlist.

B. Middle School Principal Updates

*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.

*Open house was today for all of the new students and it went really well!

C. High School Updates

- 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.
- 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 came today on a field trip to tour Seacoast and NWFSC. The NWFSC team is leading the college tour with current Jr. 's and Sr's to assist.

10th grade students are going on an in-depth tour of NWFSC on May 28th which will allow them to meet department heads and tour classes on the NWFSC campus.

M. Uhlfelder left at 7:20 PM.

VII. Foundation

A. Foundation Report

T. Horton-In the report you'll see \$1.9 million is assets aside from the money that's allocated for the capital campaign. We have \$126 thousand in commitments. Appreciation to the board for them voting to move forward with Brian Boone.

VIII. Student Excellence

A. Course Credit Recovery Policy

J. O'Donogue was not present. T. Miller discussed the amount of virtual classes that had been allowed to be taken in the past in most cases to increase a student's GPA. Moving forward, they hope to have a policy in place in the handbook where only certain classes will be allowed and at a limit.

IX. 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 7:25 PM.

Respectfully Submitted,

M. Willcox

Documents used during the meeting

None

Coversheet

Consent Items

Section: I. Opening Items Item: D. Consent Items

Purpose: Vote

Submitted by:

Related Material: Apr_2024_Seaside_Report_Board_Pack.pdf

The Seaside School, Inc Balance Sheet All Funds April 30, 2024

	Operating	ESSER Special Revenue	Capital Outlay	Internal	Total
Assets and Other Debits					
Cash - Operating - Regions Cash - Internal - Truist Cash - Athletic - Regions	1,033,862	- - -	- - -	76,062 14,637 -	1,109,924 14,637 -
Cash - Money Market - Regions Cash - Prepaid Visa Petty Cash	- 14,268 100	- - -	131,354 - -	- - -	131,354 14,268 100
Accounts Receivable - FEFP Accounts Receivable - Other Due from Foundation	47,324 - -	- 33,304 -	- 329,652 -	- - -	47,324 362,956
Prepaid Expenses Due from Other Funds	17,431 360,331	- -	- -	- -	17,431 360,331
Total Assets and Other Debits	1,473,316	33,304	461,006	90,699	2,058,325
Liabilities, Fund Equity, and Other Credits					
Liabilities:					
Accrued Payroll Liabilities Accounts Payable Deferred Revenue Note Payable Due to Foundation Due to Other Funds	159,547 206,043 - - - 382,415	- - - - 29,026	- 104,736 63,487 - - 204,628	16,945 - - - 126,677	176,492 310,779 63,487 - 382,415 360,331
Total Liabilities	748,005	29,026	372,850	143,621	1,293,503
Fund Equity and Other Credits Fund Balance Excess (Deficiency) of Revenues - YTD	622,182 103,129	- 4,278	56,828 31,328	(24,944) (27,979)	654,066 110,756
Total Fund Equity and Other Credits	725,311	4,278	88,156	(52,923)	764,822
Total Liabilities Fund Equity and Other Credits	1,473,316	33,304	461,006	90,699	2,058,325

The Seaside School, Inc Revenues, Expenses, & Excess or Deficiency Summary by Fund Month and Year-to-Date Ending April 30, 2024

	Operating	ESSER Special Revenue	Capital Outlay	Internal	Total	Annual Budget	Balance Remaining	% Remaining
Revenues								
FEFP - Walton County School District	3,867,655	-	-	-	3,867,655	4581013	713,358	16%
Industry Certification Funding	, , <u>, </u>	-	-	-	, , , ₋	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	27,030	-	-	-	27,030	, -	(27,030)	
Recovery of Prior Year Expense	1,485	-	-	_	1,485	_	(1,485)	
Donations General	46,025	-	_	_	46,025	_	(46,025)	
Transfer Facility Lease	140,000	_	_	_	140,000	168,000	28,000	17%
Sponsor a Teacher	10,191	_	_	_	10,191	6,000	(4,191)	
General Appropriation	10,131	_	1,568,046	_	1,568,046	-	(1,568,046)	
Charter School Capital Outlay	_	_	205,099	_	205,099	217,520	12,421	6%
District Local Capital Improvement	_	_	343,903	_	343,903	398,034	54,131	14%
·	_	10 774	JTJ,30J -	_	10,774	390,03 1 -	(10,774)	
ESSER STEM	-	10,774	-	-				36%
ESSER III	-	255,030	-	-	255,030	396,637	141,607	
F891 - Internal Activity	-	-	-	144,388	144,388	143,500	(888)	
Transfer from Foundation	130,000	-	-	-	130,000	260,000	130,000	50%
Total Revenues	4,292,248	265,804	2,117,049	144,388	6,819,490	6,238,084	(581,405)	-9%
Expenses								
5100 - Instruction	2,601,385	193,890	-	-	2,795,275	3,317,846	522,571	16%
5200 - Exceptional Instruction	74,328	-	-	-	74,328	90,719	16,392	18%
6100 - Student Personnel Services	266,785	-	-	-	266,785	324,606	57,821	18%
6300 - Curriculum Development	2,326	-	-	-	2,326	14,880	12,554	84%
6400 - Instructional Staff Training Services	4,557	-	-	-	4,557	20,000	15,443	77%
6500 - Instructional-Related Technology	51,168	10,815	-	_	61,983	70,920	8,937	13%
7100 - Board Administration	100,216	-	_	_	100,216	136,400	36,184	27%
7200 - General Administration	43,387	_	_	_	43,387	51,057	7,670	15%
7300 - School Administration	767,305	_	_	_	767,305	897,330	130,025	14%
7400 - Capital Outlay	-	_	1,895,447	_	1,895,447	339,836	(1,555,611)	
7500 - Fiscal Services	79,167	_	-	_	79,167	95,000	15,833	17%
7800 - Student Transportation Services	33,465	_	_	_	33,465	61,907	28,442	46%
7900 - Operation of Plant	165,030	56,822	59,518	_	281,369	366,383	85,014	23%
8100 - Maintenance of Plant	103,030	30,622	130,756	_	130,756	106,198	(24,558)	
9100 - Internal Activity	_	_	130,730	172 267	,	,		13%
,	-	-	-	172,367	172,367	198,900	26,533	
Buyback	-	-	-	-	-	20,273	20,273	100%
Total Expenses	4,189,119	261,527	2,085,721	172,367	6,708,733	6,112,255	(596,478)	-10%
xcess (Deficiency) Revenues Over Expenses	103,129	4,278	31,328	(27,979)	110,756	125,829		

Coversheet

IT Services Provider Contract

Section: II. Development

Item: B. IT Services Provider Contract

Purpose: Vote

Submitted by:

Related Material: SNH_Tech_2024-2025.pdf

Seaside_Schools_MSP_Contract_23-24__1_.pdf

Seaside_Schools_Tech_Refresh__1_.pdf

SNH TECHNOLOGIES



Prepared For:

The Seaside School

Tom Miller

millert@seasideschools.net

Prepared By:

Russell K. Hale

russell.hale@snhtech.com

Powered by BoardOnTrack

SNH TECHNOLOGIES

Services

Description	Qty
Client Onboarding	1
Onboarding waived with all users bundled with Tech Boss	1

In addition to Standard Onboarding, any labor related to remediating the risks/issues identified in the Network and Security Audit will be covered in the scope of the Managed Services Agreement.

Managed Services

Description	Recurring	Price	Qty Re	Ex currir	Fxt	. Price
Managed User - Tech Boss Bundle- Updates- Patching- Antivirus- Tech Support- Backups- MS Licensing		\$129.00	\$129.00	41	\$5,289.00	\$5,289.00
24/7 Technical Support						
Microsoft/GSuite Licensing						
Updates and Patches						
Antivirus						
Password Vault						
PC Backup						
Inventory/Documentation						
Warranty Tracking						
Vendor Management		\$99.00	\$99.00	1	\$99.00	\$99.00
Vendor Management Waived with Tech Boss Bundle		(\$99.00)	(\$99.00)	1	(\$99.00)	(\$99.00)
vCIO		\$249.00	\$249.00	1	\$249.00	\$249.00
vCIO Waived with Tech Boss Bundle		(\$249.00)	(\$249.00)	1	(\$249.00)	(\$249.00)
Managed Services Priced at 2-year Term						

Monthly Subtotal: \$5,289.00

Subtotal: **\$5,289.00**

SNH TECHNOLOGIES

Seaside Neighborhood Schools Managed IT Services



Prepared by:

SNH Technologies

Russell K. Hale
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Prepared for:
The Seaside School
10 Smolian Circle
Santa Rosa Beach, FL 32459
Tom Miller
(850) 231-0396

millert@seasideschools.net

Quote Information:

Quote #: 000109

Version: 1

Delivery Date: 04/08/2024 Expiration Date: 05/05/2024

Quote	Summ	ary

DescriptionAmountManaged Services\$5,289.00

Total: \$5,289.00

Monthly Expenses Summary

this Quote and contact us for further information.

04/08/2024

DescriptionAmountManaged Services\$5,289.00

Monthly Total: \$5,289.00

This Quote is governed under the provisions of the Master Services Agreement located at https://www.SNHTechnologies.com/msa ("MSA"). This Quote is further defined by the conditions and provisions of the services guide located at https://www.SNHTechnologies.com/servicesguide ("Services Guide"). The MSA and Services Guide contain important provisions related to the Services (including payment and auto-renewal terms), and by agreeing to this Quote, you agree to the provisions of the MSA and the Services Guide. If you cannot access the MSA or Services Guide, or if you have any questions about those documents, then please do not sign

SNH Technologies

Date:

The Seaside School

Signature:	Russell K. Hale	Signature:	
Name:	Russell Hale	Name:	Tom Miller
Title:	CEO	Date:	

Maintenance Plan - 12 Months



Tecaba Tech

Destin, FL32541

SOW Seaside SchoolsJan 1, 2022FINAL for Agreement to Perform Information Technology Managed Services to Seaside Schools.

Date Services Performed By: Services Performed For:

Jun 1, 2023Tecaba TechSeaside Schools

Destin, FL 32541 Santa Rosa Beach, Florida 32459

This Statement of Work (SOW) is issued pursuant to the Information Technology Managed Services Agreement between Seaside Schools ("Client") and Tecaba Tech ("Contractor"), effective Jun 1, 2023 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW Seaside SchoolsJan 1, 2022FINAL (hereinafter called the "SOW"), effective as of Jun 1, 2023, is entered by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

a. Period of Performance

The Services shall commence on Jun 1, 2023, and shall continue every month for 12 months through Jun 1, 2024.

Maintenance Plan - 12 Months



b. Engagement Resources

Resource Name	Title
Akeem Honour	Systems Engineer / BS Computer Science UWF
Alex Reyna	Systems Engineerr / BS Computer Science UWF
Logen Aldrich	Systems Engineer/ Air Force Veteran

c. Services

Tecaba Tech will provide Client the services described and such other services as the parties may agree upon in writing from time to time. Tecaba Tech will be the "exclusive" provider of these services during the terms of this Agreement.

1. Services to be Provided:

- a. Managed Online Service Desk: Tecaba Tech features a virtual Service Desk available to customers 24/7 Online. It enables any user access to a self-service portal to request service and notify as incidents or problems occur.
 Customers will gain valuable data concerning day to day operations, providing information to track problem and success areas.
 - Tecaba Tech will respond to all tickets within 4 hours that are submitted during normal business hours (8am-5pm). Tickets submitted after hours will be responded to within 6 hrs on the next business day.
 Response will be either a call, email, or in-person.
 - ii. Tecaba Tech will reconcile "incidents" within 1 business days upon receipt. Incidents are defined as issues or problems experience by a user on assets managed by Tecaba Tech, where normal and reasonable system operation or feature has failed as designed/implemented. Examples are as follows:

Maintenance Plan - 12 Months



- iii. Existing user cannot login to Domain
- iv. Users cannot access the internet
- v. Printing services have failed
- vi. Tecaba Tech will fulfill "request" within 5 business days. Request are any services that can be supported but are new or must be changed at the customer's request. Examples are as follows:
- vii. New User Creation/Deletion
- viii. Install new workstation
- ix. Setup New Shared Folder
 - x. There will be times when incidents will require immediate attention. Tecaba Tech is providing monitoring services that alert us on your connectivity to the internet. Any internet outage will be considered High Priority. All outage Incidents will supersede all other incidents and will be tended too immediately during business hours.
 - xi. All Request and Incidents will be responded to by a Tecaba Tech Technician via remote access or onsite.
- A. Managed Service Networks Provide essential protection, locking down vulnerable protocols, limiting end user access to dangerous functions, preventing data theft and phishing, even watching for ransomware attacks. Real-time network mapping and inventory. Automated config backup and restore on network devices. Holistically monitor the health of your networking equipment from a hardware and software perspective and address bottlenecks as needed. Ensure each wireless radio is operating at peak performance. Maintain and apply firmware updates monthly for hot fixes and feature updates. Provide essential protection, locking down vulnerable protocols, limiting end user access to dangerous functions, preventing data theft and phishing, even watching for ransomware attacks.
- B. Managed Server -We set up custom alerts that will notify you for rapid troubleshooting and remediation. Ensure each





Server is operating at peak performance, actively monitor status to include cpu, memory, network, and hard drive. Install monthly windows updates and remote support for issues that come up. Our managed server service includes the following application: Trend Micro Malware Protection, Veeam Backup for Servers, Connectwise Monitoring Agent, Threatlocker Zero Trust Agent.

- C. **Managed Workstation** -We set up custom alerts that will notify you for rapid troubleshooting and remediation. Ensure each workstation is operating at peak performance, actively monitor status to include cpu, memory, network, and hard drive. Install monthly windows updates and remote support for issues that come up. Our managed workstation service includes the following application: Trend Micro Malware Protection and Connectwise Monitoring Agent.
- D. **Onsite/Remote Support** With this Elite Support Plan you have 40 hours Onsite/Remote Support every month during business hours. *(8am-5pm Mon-Fri)
- E. After Hours Any incident requiring response after hours (See service hours 2.a) will incur a \$500 billable hour minimum.
 - a. Normal Operations: Mon-Fri 0800-1700 CST
 - b. Scheduled Maintenance Windows will be coordinated to prevent daily operations disruption

Systems Design & Engineering

- Engineering the Solution: After assessing your requirements, our solutions architects work with vendor engineering teams
 to determine what solution is most appropriate for your specific requirement. We leverage industry experts to
 collaboratively design a solution that yields to best value.
- Finding the Best Pricing: With more than 25 years of purchasing through technology's largest distributors, Tecaba Tech provides business class hardware and software for competitive pricing.
- Implementing the Solution: We work with industry experts to deploy your solution swiftly and according to industry best
 practices. This ensures the most usable tool set and highest security requirements, plus peace of mind that support will
 continue during it's intended use.

Maintenance Plan - 12 Months



d. Modifications of Services and Pricing

To ensure that Tecaba Tech level of service keeps pace with Client's needs, Contractor and Client may agree from time to time to modify the services, equipment, maintenance, personnel, operating hours and prices described in this Agreement. Tecaba Tech and Client shall negotiate any such modifications and any corresponding adjustments in prices in good faith and such modifications shall be agreed to in writing.

e. Client Responsibilities

Client will provide the following:

Facility Access to the following sites for Touch Labor when required:

Locations

Seacoast High School 109 Greenway Trail, Fl 32459 Seaside Neighborhood School, 10 Smolian Cir, Fl 32549

f. Fee Schedule

The monthly value for the Services pursuant to this SOW is \$ 4,360.00

Item Description	Number of Sites	Monthly Value
Seaside SchoolsJan 1, 2022FINAL	2	\$ 4,360.00

Maintenance Plan - 12 Months



g. Invoice Procedures

Client will be invoiced monthly for all Services Agreement fees, and Payment terms for Services Agreement invoices are net 15 days from the date of invoice to avoid late charges. All other invoices for hardware or services rendered outside of this contract are due upon receipt unless agreed otherwise in writing by Client and Tecaba Tech. Client will incur a 1.5% late fee for each day of overdue invoices. Client shall pay all applicable state and local sales and use taxes (notwithstanding their designation as excise or privilege taxes) regarding Tecaba Tech performance of the services on behalf of Client. If an invoice for services or other charges under this Agreement remains unpaid following 10 days from the payment due date, upon 5 working days, prior written notice to Client, Tecaba Tech may suspend performance of its obligations under this Agreement until such past due amount is paid, without liability to Client. Tecaba Tech will maintain appropriate records to support the charges identified in each month's invoice. Client may inspect and review those records upon reasonable request.

h. Confidentiality

Tecaba Tech . recognizes that it must conduct its activities in a manner designed to protect any information concerning Client, its affiliates or clients (such information hereinafter referred to collectively as "Client Information") from improper use or disclosure. Contractor agrees to treat Client Information on a confidential basis. Contractor further agrees that it will not disclose any Client Information without Client's prior written consent to any person, firm or corporation except to authorized representatives of the Client or to employees of Tecaba Tech who have a need to access such Client Information to perform the services contemplated hereunder. Contractor agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

(b) Client recognizes that the terms of this Agreement, the processes used by Tecaba Tech and the pricing information of Tecaba Tech are confidential and that it must conduct its activities in a manner designed to protect any such information concerning Tecaba Tech (such information hereinafter referred to collectively as "Tecaba Tech Information") from improper use or disclosure. Client agrees to treat Tecaba Tech Information on a confidential basis. Client further agrees that it will not disclose any Tecaba Tech Information without Tecaba Tech prior written consent to any person, firm or corporation except to authorized representatives of Tecaba Tech or to employees of Client who have a need to access such Tecaba Tech Information to perform the services contemplated hereunder.

Maintenance Plan - 12 Months



i. Indemnification and Warranties

Client shall indemnify and hold Tecaba Tech. harmless from any claim, demand, liability, cause of action, or damage, for actual or alleged infringement of any intellectual property rights arising from Tecaba Tech. performance of services under this Agreement. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party from and against any liability, loss, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other party's own intentional or negligent acts. In no event shall Tecaba Tech be liable to Client or Client's clients for any incidental, consequential, indirect, special or punitive damages related to Tecaba Tech performance or nonperformance of the services under this Agreement. Client's sole remedy for any claims related to Tecaba Tech performance or nonperformance of the services under this Agreement shall be limited, at Tecaba Tech option, to a refund of the cost of equipment or services provided with respect to the specific job in question or to Tecaba Tech reperform the services in question.

j. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor strike, or an act that is beyond the reasonable control of either party, provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery and uses its best efforts to continue to so perform or cure. In the event of such a force majeure, the time for performance or cure shall be extended for a period equal to the duration of the force majeure.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

	e Schools	chools Tecaba Tech	
By: By:		Ву:	

Statement of Work for Seaside SchoolsJan 1, 2022FINAL

Maintenance Plan - 12 Months



Name:	Name:
Title:	Title:



Valid Until: May 31, 2024 Quote Number: 2949058000008683034

BILL TO: SHIP TO:

109 Greenway Trail Santa Rosa Beach, Florida 32459 **United States**

Account Name: Seaside Schools Contact Name: Tom Miller

Quote Stage: Draft

Product Name	Qty	List Price	Discount	Tax	Amount
Cisco Meraki MX84	2	\$ 1,995.00	\$ 3,990.00	\$ 0.00	\$ 0.00
Cisco Meraki MX84 Cloud Managed - Security appliance - GigE - 1U - rack-mountable					
Renewal - Cisco Meraki MX84 Adv Security License 3YR	2	\$ 4,414.00	\$ 2,207.00	\$ 0.00	\$ 6,621.00
Cisco Meraki Advanced Security - Subscription license (3 years) + 3 Years Support - 1 appliance					
Cisco Meraki MR36MR36HW	14	\$ 860.28	\$ 3,010.98	\$ 0.00	\$ 9,032.94
Cloud managed Wi-Fi 6, with Bluetooth® and a security radio, too.					
Aruba Instant On 1930 24G Class4 PoE 4SFP/SFP+ 195W Switch	7	\$ 604.00	\$ 422.80	\$ 0.00	\$ 3,805.20
24 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base- T, 10GBase-X - 4 Layer Supported - Modular - 280 W Power Consumption - 195 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable, Wall Mountable, Table Top, Cabinet Mount, Under Table - Lifetime Limited Warranty					
			Sub Total Discount Tax		\$ 29,089.92 \$ 9,630.78 \$ 0.00
			Grand Total		\$ 19,459.14

Terms & Conditions

^{*} By accepting this quote, Customer agrees to the Terms of Sale - Products located at https://tecabatech.com/terms-of-sale as

amended from time to time.

- * This quote is valid for 30 days side School Inc May Board Meeting Agenda Thursday May 16, 2024 at 5:00 PM

 * Customer agrees to pay invoice in full within 30 days of invoice date.

 * By accepting this quote, the Customer agrees to the Return Policy located at https://tecabatech.com/return-policy

Quote Number: 2949058000008683034

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