

# Seaside School, Inc

# **Executive Director Evaluation Committee**

Published on May 19, 2025 at 1:19 PM CDT

#### **Date and Time**

Wednesday May 21, 2025 at 9:00 AM CDT

#### Location

Meeting link:

https://andrewjordan-842.my.webex.com/andrewjordan-842.my/j.php?MTID=m123a43863c6972864153fa2664bb65d1

Meeting number:

2550 438 9124

Password:

C7pxGU7AEG3 (27794872 when dialing from a phone or video system)

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 on our Governance Page. (Click Here)

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**

J		Purpose	Presenter	Time
I.	Opening Items			9:00 AM
	A. Record Attendance			1 m
	B. Call the Meeting to Order			
II.	Executive Director Support and Eval Committee			9:01 AM
	A. Executive Director Review Committee	Discuss	Andrew Jordan	15 m
III.	Other Business			
IV.	Closing Items			
	A. Adjourn Meeting	Vote		

# Coversheet

# **Executive Director Review Committee**

Section: II. Executive Director Support and Eval Committee

Item: A. Executive Director Review Committee

Purpose: Discuss

Submitted by:

Related Material: Executive Director Review Committee Charter.pdf

Dr. Miller Employment Contract.pdf

# EXECUTIVE DIRECTOR REVIEW COMMITTEE CHARTER THE SEASIDE SCHOOL, INC.

# I. Purpose and Scope

The Executive Director Review Committee (the "Committee") is a committee of The Seaside School, Inc. (the "School"), a public charter school located in Walton County, Florida. The primary purpose of the Committee is to:

- 1. Conduct an annual review of the performance of the School's Executive Director.
- 2. Develop and implement processes for strengthening the Board's support, evaluation, and partnership with the Executive Director.
- 3. Serve as a conduit for bidirectional feedback between the Executive Director and the Board of Directors (the "Board"), incorporating as appropriate the feedback of other key stakeholders in the School.

The Committee will report directly to the Chairman of the Board of Directors ("Chairman") and shall coordinate its activities and recommendations with the Chairman to ensure alignment and effective oversight of the School's leadership.

## **II. Duties and Responsibilities**

The Committee shall have the following duties and responsibilities:

- 1. Annual Performance Review of the Executive Director
  - a. Establish objective criteria and metrics for evaluating the Executive Director's performance.
  - b. Gather feedback from the Board, faculty, staff, students, and other relevant stakeholders regarding the Executive Director's leadership and the School's progress.
  - c. Conduct a thorough review of the Executive Director's performance based on the established criteria and the feedback received.
  - d. Make recommendations to the Chairman and the Board regarding the Executive Director's performance, compensation, and continued employment.
  - e. Develop an annual Executive Director Expectations document, to be signed by the Executive Director and Chairman, to document expectations, standards, and goals for the coming academic year.

#### 2. Feedback Facilitation

- a. Provide the Executive Director with constructive feedback regarding their performance and the School's operations.
- b. Serve as a channel for the Executive Director to communicate their perspectives, concerns, and recommendations to the Board.
- c. Facilitate open and transparent communication between the Executive Director, the Board, and other stakeholders to ensure alignment and effective collaboration.

d. Receive, review, and if appropriate issue recommendations to the Board concerning any complaints or misconduct allegations involving the Executive Director.

#### 3. Executive Director Hiring and Termination

- a. Oversee the process for recruiting, selecting, and onboarding a new Executive Director, if necessary.
- b. Provide recommendations to the Board regarding the hiring or termination of the Executive Director.
- c. Develop and maintain succession plans for the Executive Director position.
- d. Participate in preparation or revision of the Executive Director's contract as necessary.

## 4. Other Responsibilities

- a. Review and make recommendations to the Board regarding the Executive Director's job description and any proposed changes.
- b. Perform any other duties or responsibilities as may be assigned by the Chairman or the Board.

# III. Committee Composition and Leadership

# 1. Membership

- a. The Committee shall consist of at least five (5) members, who shall consist of the Chairman of the Board and four (4) additional persons to be appointed by the Chairman of the Board. While the Chairman retains ultimate discretion over whom to appoint, the four additional persons will typically be comprised of the Vice-Chairman of the Board and the chairpersons of three standing committees of the Board.
- b. Committee members shall serve for a term of one (1) year and may be removed at any time with or without cause in the discretion of the Chairman. In the event of a vacancy, the Chairman shall appoint a new person to serve the remainder of the vacated term.
- c. The Chairman shall ensure that the Committee members possess the necessary expertise, experience, and independence to effectively fulfill their responsibilities.

# 2. Chairperson

- a. The Chairman of the Board shall serve as the Chairperson of the Committee.
- b. The Chairman shall be responsible for leading the Committee's meetings, setting the agenda, compliance with public notice procedures, and overseeing the Committee's activities.

#### 3. Meetings and Procedures

- a. The Committee shall meet at least quarterly, with one meeting dedicated to conducting the Executive Director's annual performance review.
- b. The Committee may hold additional meetings as deemed necessary by the Chairman or a majority of the Committee members, or if directed by majority vote of the Governance Committee or the Board.
- c. A majority of the Committee members shall constitute a quorum for the transaction of business.

d. The Committee shall keep minutes of its meetings and report its actions and recommendations to the Chairman and the Board.

## IV. Relationship to the Board and Stakeholders

- 1. The Committee shall be accountable to the Chairman and the Board and shall report its activities and recommendations to the Chairman and the Board on a quarterly basis.
- 2. The Committee shall be purely advisory in nature and shall make recommendations to the Board regarding any potential decisions or actions within the scope of its responsibilities.
- 3. The Committee shall provide a written annual report to the Board summarizing the Executive Director's annual performance review, and may include in such report any additional activities, findings, and recommendations deemed worthy of inclusion by the Committee.

## V. Executive Director's Role in the Review Process

- 1. The Executive Director shall participate in the annual performance review process by:
  - a. Providing a self-assessment of their performance based on the established criteria and metrics.
  - b. Attending Committee meetings upon request and engaging in open and constructive dialogue with the Committee regarding their performance, goals, and areas for improvement.
  - c. Collaborating with the Committee to develop performance objectives for the upcoming year.
- 2. Confidentiality. Subject to all public records access, public meeting, and disclosure requirements of Florida and other applicable law, Committee members shall maintain strict confidentiality regarding any sensitive information obtained in the course of their duties, and shall maintain appropriate safeguards to protect the privacy of the Executive Director and other stakeholders involved in the review process.

#### VI. Amendment and Review

- 1. This Charter may be amended or modified by the Board of Directors at any time, upon the recommendation of the Governance Committee.
- 2. The Committee shall review this Charter annually and recommend any necessary changes to the Governance Committee and the Board for approval.
- 3. The Committee shall conduct an annual self-evaluation of its performance and effectiveness, reporting the results to the Chairman and the Board.

Adopted by the Board of Directors of The	e Seaside School, Inc. on May 15, 2025
Andrew Jordan Chairman, The Seaside School, Inc.	
Jenna O'Donoghue Secretary, The Seaside School, Inc.	



# **EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT Between Dr. Tom Miller and Seaside School, Inc.**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of the Seaside School, Inc. ("School") a Florida public charter school approved by the Walton County School District ("District"), effective as of July 15, 2023. The Board desires to engage the services of the Employee in the capacity of Executive Director of the School to assist the School in achieving the goals and meeting the requirements of the School's charter and implementing the School's purposes, policies, and procedures. More specifically, Employee will be responsible for all aspects of operating a successful combination charter school in the region, including the duties outlined in the position description attached hereto as Schedule A, together with any other such duties and responsibilities that are reasonable and consistent with such position. Employee will supervise all School and The Seaside School Foundation, Inc. ("Seaside School Foundation") administrative leadership implementation of successful academic programming and operations, together with providing oversight and collaboration with the Seaside School Foundation to enable diversified fundraising for the long-term operational success of the School, and overseeing the School's growth, board management and strategic planning. Employee will report directly to the Board of Directors. Success in this role means a thriving professional and parent community that advances the mission of the organization to provide SNS/SCHS students with a world-class education.

This Agreement shall cover Employee's employment from July 15, 2023 to June 30, 2024 and shall renew for the 2024-2025 school year (July 1, 2024 – June 30, 2025) and for the 2025-2026 school year (July 1, 2025 – June 30, 2026) (each a "Renewal Term"), subject to earlier termination of employment as provided herein. The parties may agree in writing to additional renewal terms; provided, Employee agrees to give the School written notice on or before January 1, 2026 if he does not desire to enter an additional renewal term beginning July 1, 2026...

During such time, Employee shall serve as a full-time administrator, working 7.5 hours per day Monday— Friday of each week, at the Seaside Neighborhood School Campus and the Seacoast Campus. Employee agrees to perform his duties to the School faithfully and to the best of his or her ability and in conformance with all laws and the rules and policies of the school, including the Policies and Procedures Manual (the "School Policies"). The School understands and agrees that Employee may continue to perform services for Leaders Building Leaders ("LBL") provided that such services are performed at times other than normal working hours and do not interfere with the performance of Employee's duties and responsibilities to the School. Employee shall disclose to the School Board on a quarterly basis the scope and extent of services being provided by Employee to LBL or to any other organization. Time spent performing services for LBL during normal working hours would need to be taken by Employee as paid vacation leave under the School's leave policy. In the event of a potential conflict between the School's interests and the interests of any other entity to whom Employee or LBL provides services, Employee agrees to act solely in the best interests of the School.

#### EMPLOYMENT AT-WILL

This Agreement and the Employee's employment hereunder may be terminated by either the School or the Employee at any time and for any reason, with or without Cause, provided, that, the School agrees to give Employee notice on or before February 1st if it intends as of such date not to renew Employee's employment for a Renewal Term other than for Cause and the Employee agrees to give the School notice on or before February 1st if he intends as of such date not to renew Employee's employment for a Renewal Term. For purposes of this Agreement, "Cause" means Employee's (a) failure to fulfill his obligations under this Agreement after Employee has been given notice and thirty (30) days to cure such failure in accordance with a written plan between the School and Employee; (b) failure or refusal to comply with any valid and legal directive of the Board or School policies; or (c) engagement in conduct that brings or is reasonably likely to bring the School negative publicity or into public disgrace, embarrassment or disrepute. With respect to Cause as defined in subsection (c), the School is not required to prove the occurrence of such misconduct but must, as determined by its Board of Directors, have a good faith belief based on a good faith investigation that such conduct occurred. Upon termination, Employee shall be entitled to compensation and benefits for services performed prior to the termination date and shall have no further rights to any compensation or any other benefits from the School.

Employee also may be demoted or disciplined and the responsibilities and terms of his or her employment may be altered at any time, with or without Cause, at the discretion of the School. Without impacting the at-will nature of the employment relationship or waiving any rights hereunder, the School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with the School's policy on Evaluation/Reviews.

This Agreement may not be modified or amended, nor any agreement made with the Employee that is contrary to the terms of this Agreement unless such modification or amendment is in writing and signed by the Chairman of the Board and Employee. In addition, any modification or amendment that would alter the at-will nature of Employee's employment must specifically state the intention to alter this "at-will" relationship.

#### COMPENSATION

In consideration of the Employee's services, Employee shall be paid a salary of \$177,500.00 per school year (July 1 – June 30, with the first year to be pro-rated for July based on a July 15, 2023 start date). Employee shall receive a one-time \$10,000 relocation bonus with the first payroll period to assist Employee with moving expenses, which Employee agrees to repay the gross amount to the School if Employee ceases employment on or before July 1, 2024 due to Employee's termination of his employment for a reason other than the School's breach of this Agreement or due to the School's termination of Employee for Cause.

All payments made by the School to the Employee shall be net of any tax or other amounts required to be withheld by the school under applicable law.

Employee shall be eligible to participate in benefit plans and programs offered by the School and in effect from time to time, including paid sick leave, paid vacation leave, group medical insurance and other fringe benefits made available to School employees, in accordance with and subject to the eligibility and other provisions of such plans and programs.

#### **LICENSURE**

Employee shall work for, apply and maintain his Florida Principal Licensure. The application shall be completed as soon as possible and no later than October 1, 2023. The School shall reimburse the application fees upon presentation of an invoice in accordance with School policies. Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials required under Florida law once obtained as provided herein.

#### **GENERAL PROVISIONS**

- 1. **Waiver of Breach**: The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not prevent any subsequent enforcement of such breach or operate or be construed as a waiver of any subsequent breach.
- 2. **Governing Law**: This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida.
- 3. **Partial Invalidity**: If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
- 4. **Conditioned on Board Approval**: This Agreement is being entered into by the School subject to and conditioned on approval of its terms by the Board at a duly held meeting.

[Signature page follows.]

#### ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

- 1. Employee has read this Agreement and the School Policies and accepts employment with the school on the terms specified herein.
- 2. All information Employee has provided to the school related to his or her employment is true and accurate.
- 3. This Agreement, together with the School Policies, constitute the entire agreement between the School and Employee regarding the terms and conditions of Employee's employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement. This Agreement is not effective until signed by all parties.
- 4. The parties agree that the Contract was entered into in Walton County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, jurisdiction and venue shall lie in the state court of competent jurisdiction in and for Walton County, Florida. Any litigation arising under this Agreement shall be determined in accordance with the law of the State of Florida.
- 5. The parties agree that each has participated in the drafting of this Agreement and/or has been afforded the opportunity to review the terms set forth herein with its respective legal counsel. As such, no clause herein shall be construed against any party as the drafter of the Agreement or of the specific clause in question, but shall always be interpreted in a neutral manner.

By: <b>K</b> Date:	av Tucker, Board Chair	person, S	easide Scl	nool, Inc
By:	Tom Miller, Employee	•		
Date:				

# Schedule A Job Description

#### **Position Overview**

The Executive Director of The Seaside School, Inc. is responsible for all aspects of operating a successful combination charter school in the region. The Executive Director supervises all Seaside School, Inc and Seaside Foundation leadership and the implementation of successful academic programming and operations. Additionally, the Executive Director oversees fundraising, growth, board management, and strategic planning. Success in this role means a thriving professional and parent community that advances the mission of the organization to provide SNS/SCHS students with a world-class education.

# Leadership Responsibilities

- The ED shall provide oversight and collaboration of the Seaside School Foundation, enabling diversified fundraising for long term operational success of Seaside School, Inc.
- The ED is responsible for the overall academic, financial, operational, and school related programmatic success and growth of the Seaside School on both campuses in accordance with its mission, the needs of its students and the requirements of the Walton County District and other governmental agencies.
- The ED shall work to hire, develop, equip, lead, and retain outstanding persons of diverse experiences, backgrounds, and perspectives to serve as members of the faculty and administration.
- The ED must ensure that the curriculum meets the mission of the Seaside School and in keeping with the collaborative philosophy of the Seaside School, prepares all students to be successful in the dual enrollment setting.
- The ED shall create/maintain a strong 5-12 culture through the execution of
  - a. quarterly school-wide events in partnership with the Director of Student Services; and
  - b. monthly school-wide professional development programming in partnership with the administrative staff; and
  - c. a featured student (student/graduate of the month) program in partnership with CAO.

# **Business Leadership**

#### The ED shall:

- Be responsible for overseeing a successful development program that seeks out governmental, community, foundational and private partnerships.
- Develop and maintain policies that are consistent with the Seaside School Board policies, Walton County School Board Policies, State School Board policies and
- State law.
- Work annually to ensure the long-term viability of the Seaside School as set by the Foundation and Seaside School's Board of Directors.
- Ensure expansion projects are executed on time and all facilities have a management plan.

#### Stakeholder Leadership

- The ED shall be the public face and main communicator of the organization's mission, vision and goals to stakeholders while advocating on behalf of the school with community partners.
- The ED shall ensure that all Board policies are carried out; shall review those policies and make recommendations for changes; shall prepare reports, respond to all Board inquiries, and keep the Board informed on all aspects of the school's operation.

# **Strategic Planning**

- The ED shall ensure that frameworks and practices are in place to ensure regular cycles of longrange strategic planning and annual goal setting that incorporates data on student performance and stakeholder feedback.
- The ED shall identify policies and procedures in need of improvement and implement necessary changes to make those policies consistent with the school's mission, philosophy, and goals.
- The ED shall collaborate with the Board annually in developing the short- and long-term goals and share the plan to achieve them.
- The ED shall specifically review and expand the success of the school's successful operations by either expanding the reach of students impacted by the school's success, deepening the impact on students from all subgroups, and/or staff members from diverse backgrounds.

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