

Seaside School, Inc

The Seaside School Board Meeting

Published on October 20, 2026 at 1:06 PM CDT

Amended on October 20, 2026 at 6:39 PM CDT

Date and Time

Thursday October 22, 2026 at 5:30 PM CDT

Location

Seaside Neighborhood School
10 Smolian Circle
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/about/governance>

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.

If a person decides to appeal any decision made by this body with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Record Attendance		Melissa Willcox	1 m
B. Call the Meeting to Order		Andrew Jordan	
C. Approve Minutes from the August 20, 2026 Seaside School Board Meeting	Approve Minutes	Andrew Jordan	1 m
D. Approve Minutes from the October 1, 2026 Special Board Meeting	Approve Minutes	Andrew Jordan	1 m
E. Consent Items Cindy Brigman Approval (Principal - Seacoast Collegiate High School)	Vote	Andrew Jordan	5 m
II. Academic Excellence			5:38 PM
A. Academic Excellence Update School academic goal-setting and meeting timelines	FYI	Caitie Cerise	5 m
B. Strategic Subcommittee	FYI	Caitie Cerise	5 m

	Purpose	Presenter	Time
III. School Leadership Team			5:48 PM
A. Enrollment Scorecard	Discuss	Drew Ward	5 m
B. High School Update	FYI	Drew Ward	10 m
C. Middle School Update	FYI	Courtney Fail	10 m
IV. Development			6:13 PM
A. Development Update	FYI	Dana Hahn	5 m
V. Finance			6:18 PM
A. Finance Updates	Vote	Frank "Chip" Brown	10 m
VI. Foundation			6:28 PM
A. Seaside School Foundation Update	FYI	Callie Cox	10 m
VII. Governance			6:38 PM
A. Executive Director Contract	Vote	Casey King	7 m
B. Facilities Lease	Vote	Casey King	7 m
Vote to approve lease between Foundation and School subject to approval by the Foundation.			
C. Legislative Update	Discuss	Casey King	5 m
VIII. Other Business			
IX. Closing Items			
A. Adjourn Meeting	Vote	Andrew Jordan	

Coversheet

Approve Minutes from the August 20, 2026 Seaside School Board Meeting

Section:	I. Opening Items
Item:	C. Approve Minutes from the August 20, 2026 Seaside School Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for The Seaside School Board Meeting on August 20, 2026

DRAFT



Seaside School, Inc

Minutes

The Seaside School Board Meeting

Date and Time

Thursday August 20, 2026 at 5:30 PM

Location

Seacoast Collegiate High School
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, A. Weil, C. Cerise, C. King, D. Hahn, F. Brown, J. Doris, J. Mathis, K. Sandoe, L. Branch, M. Harrison

Directors Absent

None

Guests Present

C. Cox, C. Fail, D. Ward, M. Willcox, T. Peterson

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Jordan called a meeting of the board of directors of Seaside School, Inc to order on Thursday Aug 20, 2026 at 5:29 PM.

C. Approve Minutes

M. Harrison made a motion to approve the minutes from The Seaside School Board Meeting on 06-25-26.

K. Sandoe seconded the motion.

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

D. Consent Items

C. Cerise made a motion to approve the following new employees at Seaside Neighborhood School: Assistant Principal-Eric Gillis, P.E. Aide- Jacob Ogle, Art Teacher-Mandy Evans.

M. Harrison seconded the motion.

The consent agenda items were split into two separate votes (one for SNS and one for SCHS)

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

K. Sandoe made a motion to approve the following new employees at Seacoast Collegiate High School: Front Office Admin-Hannah Stahl & Part-Time Science Teacher-Katrina Sandstrum.

C. King seconded the motion.

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

II. Academic Excellence

A. Academic Excellence Update

C. Cerise gave the following updates for Academic Excellence:

- First meeting with new members September 10th at 4pm
- New committee includes: C. Cerise, K. Sandoe, L. Branch, D. Ward, C. Brigman, C. Fail, E. Gillis and K. Mixson as an advisor

C. Cerise made a motion to approve the items on the google spreadsheet listed as supplemental resources.

J. Doris seconded the motion.

M. Harrison noted that, in addition to text books, our teachers can have supplemental resources that must be approved by a board that includes parents and community members.

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

III. School Leadership Team

A. Enrollment Scorecard

D. Ward went over our enrollment numbers with the board. Total enrolled in both schools 656. The waitlist has been exhausted in 10th, 11th & 12th grade.

B. High School Update

D. Ward gave the following high school updates:

- Orientaton, Big Kahunas back to school trip
- Summer Internship with Mr. C
- Partnerships with NWFSC
- Tryouts for Mamma Mia coming up, Athletics has started
- PM1 data: 9th grade-78% on grade level or higher (27% 4s or 5s) and 10th grade-72% on grade level or higher
- College planning seminars with Ms. Larson has started

- Coming up: Open House, Lunch at the Coast with Club Fair

C. Middle School Update

C. Fail gave the following middle school updates:

- Pre-planning was great.
- 51 new 5th graders and 1 new student in grades 6th, 7th & 8th
- Ms. Abbie Lee has started The Lion King auditions, Cross Country & Volleyball has started
- PM testing next week
- The mentoring program will be starting soon
- House opening & The Buzzet family showed up
- Transportation
- Renewing Cognia Certification accreditation
- 30 book goal in honor of our 30 years

D. Ward publicly thanked D. Rauschkalb, Black Bear and Taco Bar for providing breakfast and lunch for staff during pre-planning.

IV. Development

A. Development Update

D. Hahn gave the following updates for the development committee:

- First meeting September 8th
- New committee includes: D. Hahn, A. Weil, A. Jordan, K. Sandoe, L. Branch, administration and several foundation board members as well

V. Finance

A. Finance Updates

C. Brown gave the following finance updates:

- Good cash position over \$900 thousand
- LCIR in February
- State appropriation of \$750 thousand
- End of the year financials ended in a surplus

A discussion between board members and administration was had regarding the athletics deficit and potential solutions to improve it.

D. Ward met with K. Kilburg to go over the resubmission of Triumph documents.

M. Harrison made a motion to approve the June 30, 2026 year end financials.

F. Brown seconded the motion.

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

M. Harrison made a motion to approve the 2026-2027 budget.

F. Brown seconded the motion.

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

M. Harrison made a motion to change of the name on the internal Regions account to "The Seaside School Internal Account".

F. Brown seconded the motion.

A. Jordan discussed the reason for the name change. With the previous restructuring of the debt structure and loan accounts, the internal account was named the "Seaside Athletic Account". It is proposed that the new name will be "The Seaside School Internal Account". K. Mixson and Dr. Miller have been removed as signers and J. Doris and C. Fail were added. The other signers are A. Jordan, D. Ward and T. Peterson.

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

VI. Foundation

A. Seaside School Foundation Update

C. Cox gave the following foundation updates:

- Changed the programmatic sponsorships this year to leadership
- Thirteen unveilings that to happen by December.
- Event updates: Golf Camp Creek & St Joe will remain the same
- 30th anniversary is coming up—all founding families will attend
- Parted ways with logistics team, Spearhead Marketing
- Allison Gibb will be over volunteering
- Almost finished filming the race documentary
- Dancing with the stars-Kevin Sandoe, will be the school rep this year
- Golf and dancing support the capital campaign
- Race supports operations

VII. Governance

A. Board Member Policies/Disclosures

C. King distributed the annual Board Member Agreement, Conflict of Interest Policy and Code of Ethics for all members to sign.

B. General Governance Updates

C. King gave the following updates for the governance committee:

- First meeting last week
- The new committee includes: C. King, M. Harrison, A. Jordan, R. Kauffman, F. Barker and B. Campbell-Work

- The committee reviewed the Board Agreement, Conflict of Interest Policy and Code of Ethics
- The committee reviewed Ai Policy and Internet Safety Policy (no changes made)
- Next meeting in September

C. Annual review and Approval of Policies

M. Harrison made a motion to approve the Ai Policy and Internet Safety Policy.

D. Hahn seconded the motion.

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

VIII. Other Business

A. Buffkin Baker Review

M. Harrison gave an update on Buffkin Baker:

- Interviews will be over 2 days
- Possibly September 2nd & 3rd
- Day 1- First candidate would start at 7:30am through 3:15pm, second candidate would start at 11am through 5:45pm. Same schedule for Day 2
- Four final candidates
- They will visit both schools.
- House leaders at SNS and Compass Crew at SCHS will assist

B. Board Member Documents (Board on Track)

A. Jordan reviewed the Board on Track & Board of Director Documents that have been uploaded for members to review.

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 6:51 PM.

Respectfully Submitted,
M. Willcox

Documents used during the meeting

- Jacob Ogle Resume.docx
- Eric Gillis Resume.pdf
- Mandy Evans Resume.pdf

- Katrina Sundstrum Resume.pdf
- Hannah Stahl Resume.pdf
- Seaside Student Enrollment Scoreboard - 2026-2027.pdf
- Seacoast Collegiate High August 2026 Board Report.pdf
- August 2026 SNS C. Fail Board Report.pdf
- Jun_26_SNS_Financial_Reports_Board_Pack.pdf
- Jul_26_SNS_Financial_Reports_-_Balance_Sheet_Only.pdf
- Notes from Lily Meadows of SFS April Board Meeting.docx
- FY27 Seaside School Budget 5Yr 08.19.26 Summary.pdf
- 2025.05.15 Board Member Agreement (Approved by Board).pdf
- Conflict_of_Interest_Policy.pdf
- Code of Ethics Policy - School and Foundation.pdf
- 2026.08.20 Seaside School AI Use Policy for Students-For Board Approval.pdf
- 2026.08.20 Internet Safety Policy_with grammatical changes (For Board Approval).pdf

Coversheet

Approve Minutes from the October 1, 2026 Special Board Meeting

Section:	I. Opening Items
Item:	D. Approve Minutes from the October 1, 2026 Special Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Board Meeting on October 1, 2026

DRAFT



Seaside School, Inc

Minutes

Special Board Meeting

Date and Time

Thursday October 1, 2026 at 9:00 AM

Location

Chamber of Commerce (Conference Room)

Founded in 1996

Serving Students in Grades 5 - 12

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

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([Click Here](#))

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Directors Present

A. Jordan, A. Weil, C. Cerise, C. King, D. Hahn, F. Brown, J. Mathis, K. Sandoe (remote), L. Branch, M. Harrison

Directors Absent

J. Doris

Guests Present

C. Cox, C. Fail, F. Barker, K. Tucker, Kim Mixson, M. Willcox, N. Vlahos, Shannon Widman (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Jordan called a meeting of the board of directors of Seaside School, Inc to order on Thursday Oct 1, 2026 at 9:01 AM.

A. Jordan acknowledged the work involved in the Executive Director search process by thanking Megan Harrison, the Executive Director Search Committee and Ken with Buffkin Baker.

II. Selection Committee

A. ED Candidate Selection

Megan Harrison presented an update on the Executive Director search. The committee received more than 50 expressions of interest, conducted initial interviews, and invited four finalists for in-person visits and community engagement. Following further evaluation, the committee identified Drew Ward, who was serving as Interim Executive Director, as its recommended candidate.

The Selection Committee recommended that Drew Ward be named Executive Director, effective immediately.

Nick Vlahos expressed support for the recommendation and commended the committee's work and the thoroughness of the search process. The Foundation subsequently voted to approve Drew Ward as the next Executive Director of Seaside School.

M. Harrison made a motion to name Drew Ward effective immediately as the Executive Director of Seaside School, Inc.

D. Hahn seconded the motion.

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

The School Board discussed plans to establish a transition committee to support the incoming Executive Director. The proposed committee would meet regularly with Mr. Ward, identify resource and professional development needs, coordinate community engagement opportunities, and consider whether additional administrative hires may be necessary. The initial proposed members included representatives from the School Board and Foundation, with the possibility of expanding the committee to five members.

The Board also discussed communication and transition plans. An official press release is expected the following week, after appropriate notifications. School staff are to be informed of the leadership decision, with a request to refrain from public announcements until the official release.

III. Academic Excellence Committee

A. Approve the requested classroom instructional aids and materials as recommended by Academic Excellence Committee

The Board considered the classroom instructional aids and materials recommended by the Academic Excellence Committee for the middle and high schools.

C. Cerise reported that it had reviewed the requested materials and unanimously recommended approval. The materials primarily consisted of supplemental digital resources, online instructional tools, and books. Administrators reported that the review did not identify significant concerns requiring the requested materials to be excluded. Board members discussed how potentially controversial instructional materials and books are identified and communicated to families. C. Fail explained that the school uses a library resource catalog that allows parents to search available materials and obtain parental permission regarding student access to classroom libraries.

C. Fail also reported plans to conduct a 90-day review of books on classroom shelves in response to recent state guidance. The review would involve library media specialists, teachers, and the Academic Excellence Committee. A temporary freeze on adding materials to classroom libraries would remain in place while the review is underway. C. Fail noted that instructional materials may be evaluated for suitability even when they have received state approval.

The Board discussed advance communication with families regarding novels and other instructional materials. Administration indicated that such information is generally included in course syllabi or communicated to parents by teachers before a novel is introduced.

C. Cerise made a motion to approve the requested classroom instructional aids and materials as recommended by the Academic Excellence Committee.

M. Harrison seconded the motion.

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

IV. Finance Committee

A. Staff Contract Ammendment

The Board reviewed a state-funded teacher salary allocation totaling approximately \$33,000 to support eligible teachers with ten or more years of service. The program required eligible teachers to receive a minimum \$2,500 salary increase over the previous year. Of the 13 eligible teachers reviewed, five already met the requirement, while eight required additional salary adjustments. The Board reviewed the proposed adjustments, and revised contracts are needed to reflect the required increases.

F. Brown made a motion to approve the teacher salary allocation for the eight teachers and their salary adjustment.

C. Cerise seconded the motion.

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

B. HVAC Maintenance Contract

A. Jordan reviewed proposals for ongoing maintenance of the HVAC system at the high school following the expiration of the building's initial one-year warranty.

Administration reported that three vendors had been contacted, two provided proposals, and one did not submit a quote. The proposed annual maintenance costs were:

Trane of Pensacola: \$18,370 per year.

The Wright Company: Approximately \$16,000 per year.

Mills Heating and Air: No quote submitted.

Administration recommended selecting Trane based on its familiarity with the building's HVAC equipment and its understanding of the system's maintenance and diagnostic requirements.

M. Harrison made a motion to approve the Trane of Pensacola HVAC maintenance contract.

D. Hahn seconded the motion.

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

V. Closing Items

A. Adjourn Meeting

A. Jordan noted that the next board meeting on October 22nd would be held in Seaside. There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:29 AM.

Respectfully Submitted,
M. Willcox

Documents used during the meeting

- Candidate Cover Letter (Ward).pdf
- Candidate Resume (Ward).pdf
- Evaluation_and_Adoption_of_Other_Classroom_Instructional_Aids_and_Materials__Responses__ - _Form_Responses_1.pdf
- _26-27 faculty Steps.xlsx
- HVAC_PM_Synopsis_Seaside_School_Board.pdf
- Seacoast Intercollegiate High School CMSA 2026 09-11-2026 (1) Proposal.pdf

Coversheet

Middle School Update

Section:	III. School Leadership Team
Item:	C. Middle School Update
Purpose:	FYI
Submitted by:	
Related Material:	October 22 BOD Report Fail.pdf

Seaside Neighborhood School

Principal's Board Report - Courtney Fail

Reporting Period: September 1 – October 22, 2026

School Culture and Student Engagement

September and October have been busy months at Seaside Neighborhood School as we continue building on our traditions while creating meaningful opportunities for students to grow, explore, and lead. Our focus remains on maintaining a small-school environment where students are known, supported, and challenged both inside and outside the classroom.

Our schoolwide initiatives continue to reinforce the Seaside Way: Support, Exploration, Accountability, Scholarship, Independence, Dreams, and Effort. This year, we introduced the *30 Book Goal* and *30 Years. 30 Books.* initiative to encourage reading while celebrating the school's 30th anniversary. We are also emphasizing *Create More. Consume Less* to encourage students to engage actively in their learning and use their creativity.

Our *Leave It Better* initiative encourages students to take ownership of their school community through simple, intentional actions, including picking up after themselves, holding the door for others, and offering kind words. These everyday expectations help reinforce the culture we want students to experience and carry with them beyond our campus.

Student Leadership and House System

The House system continues to provide opportunities for students to develop leadership skills, build relationships across grade levels, and strengthen their connection to Seaside. The House Leader Advisory, which brings together students and teachers, is helping guide House activities and identify ways to increase student participation. Wednesday House Days continue to bring energy and school spirit to campus as students represent the Davis, Buzzett, and Williams Houses.

Our House Leaders also put on an amazing *Seaside Has Talent* show on Friday, October 16. Their work brought students, families, and staff together to celebrate the many talents within our school community. Through their planning and support of the event, our student leaders demonstrated initiative, teamwork, and pride in their school. The fundraiser also supported our House system and provided another opportunity to build school spirit and community connections. Thank you to the students and teachers who shared their talents and to the families who joined us.

Academics and Professional Learning

Our academic focus remains on ensuring that every student is appropriately challenged and supported. Our professional learning community work is guided by the theme *Every Student. Every Teacher. Every Day.* During October, our focus is differentiation, small-group instruction, and Multi-Tiered System of Supports (MTSS).

These conversations are intended to help teachers identify student needs, adjust instruction, and provide targeted support while maintaining high expectations for all learners. We are emphasizing student engagement, frequent checks for understanding, and using assessment information to guide instructional decisions.

We continue to prioritize student support through tutoring, Study Hall, and our Zeroes Aren't Permitted (ZAP) program, which provides students with structured opportunities to complete missing work and get back on track. We also continue coordinating supports for students with individual learning needs to ensure they have access to appropriate resources and opportunities for success.

Following Hurricane Isaias, we adjusted our academic calendar and assessment schedule to give students additional preparation time and coordinate make-up exams. Teachers communicated revised schedules and continued working with students to address missed instruction and assignments.

As we move further into the school year, we will continue to focus on student progress, responsive instruction, and strengthening the systems that help us identify and address academic needs early.

Student Activities and Enrichment

Providing opportunities beyond the traditional classroom remains an important part of the Seaside experience. Our extracurricular programs allow students to discover interests, develop confidence, and build relationships with classmates and staff.

Boys basketball, girls basketball, and soccer are underway, and we look forward to supporting our student-athletes throughout their seasons. These programs reinforce teamwork, perseverance, accountability, and sportsmanship while providing students with opportunities to represent their school.

The arts continue to be an important part of student life at SNS. Preparations for the school musical, *The Lion King*, have generated strong interest, with 30 students in grades 5–8 participating in auditions. We are excited to see students explore their creativity, develop performance skills, and work together through this production.

We will continue to support athletics, the arts, and other enrichment opportunities that help students discover their strengths and develop skills beyond their core academic classes.

Mentoring and Community Partnerships

Our mentoring program remains an important connection between Seaside students and members of the local community. Volunteer mentors share their professions, talents, skills, and experiences with students, providing opportunities to explore interests and learn from adults with a variety of backgrounds. Mentoring resumed in October following a temporary interruption due to Hurricane Isaias, and we are grateful for the continued commitment of our volunteer mentors.

We also held our first Parent Support Team meeting of the school year, continuing our efforts to strengthen communication and partnership between school and home. These connections are an important part of maintaining the supportive, close-knit community that makes Seaside special.

We have also begun planning one of our favorite Seaside traditions, the **Thanksgiving Feast**. We look forward to welcoming our families to campus on **November 19** to share a meal and celebrate the relationships that make our school community so special. Events like these provide meaningful opportunities for students, families, and staff to connect beyond the classroom.

Our partnerships with families, volunteers, community organizations, and local agencies continue to strengthen the school. We appreciate the time, support, and involvement of those who help make Seaside a place where students feel connected and supported.

Hurricane Isaías: Recovery and Continuity

Hurricane Isaías affected school operations during October, resulting in temporary closures and adjustments to academic schedules and activities. During this period, our priority was to communicate with families and staff, assess campus conditions, and coordinate our response with Walton County School District.

The storm affected more than the school calendar. We recognized that students, families, and staff were also managing recovery efforts at home. We adjusted assessment schedules to allow students additional time to prepare, coordinated make-up exams, and temporarily paused mentoring to give our volunteers time to recover.

A special thank you to Kevin Boyle, SCDC, and Seaside's Head of Landscaping for their hands-on help cleaning up our campus following Hurricane Isaías. We are incredibly grateful for their time, hard work, and support in helping us get our school ready for students to return. Their willingness to step in and help is a wonderful example of the partnership and community support that make Seaside such a special place.

I am grateful for the flexibility and support shown by our staff, families, students, and community partners during this period. The response reinforced the importance of communication, preparation, and the relationships that support our school community.

School Operations and Planning

We are also continuing preparations for Seaside's 30th anniversary during the 2026–2027 school year. This milestone provides an opportunity to recognize the history and traditions that have shaped Seaside while looking ahead to the next chapter of our school's work.

Through our arts education grant project, *30 Years of Impact: Then • Now • Next*, each advisory is working on a project that invites students to reflect on Seaside's history, consider their experiences today, and imagine the future of our school. This work connects our anniversary celebration with student creativity, school pride, and reflection on what makes Seaside special.

We look forward to seeing the artwork and reflections students create as they explore what Seaside has meant to previous generations, what it means to them today, and what they hope it will become in the years ahead. We anticipate showcasing their work during our WinterFest gallery night on December 10. This will be a meaningful opportunity for our school community to celebrate 30 years of impact through the perspectives of our students.

Looking Ahead: October Through December

As we move through the fall, our priorities remain focused on strong instruction, student engagement, and maintaining the relationships that make Seaside a special place to learn and work.

Key priorities and upcoming activities include:

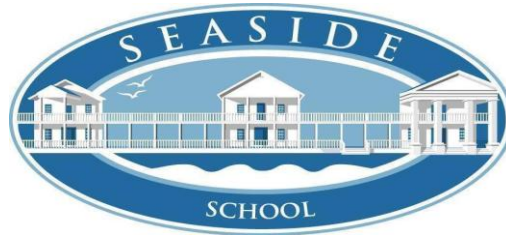
- **Academic progress and instructional support:** Continue monitoring student progress, strengthening differentiation and small-group instruction, and providing targeted support through tutoring, Study Hall, and ZAP.
- **Athletics and Theater:** Support our boys and girls basketball teams, soccer, and preparations for *The Lion King*, providing students with opportunities to build skills, confidence, and teamwork.
- **Mentoring:** Continue our weekly mentoring program and strengthen relationships with the volunteers who contribute their time and experience to our students.
- **House system and student leadership:** Continue building school spirit and student ownership through House activities, leadership opportunities, and positive demonstrations of the Seaside Way.
- **30th anniversary and arts education grant:** Continue advisory work on *30 Years of Impact: Then • Now • Next*, with student artwork and reflections planned for display during WinterFest on December 10.
- **Reading and creativity:** Continue promoting the *30 Book Goal* and encouraging students to create, explore, and engage actively in their learning.

As we celebrate 30 years of impact, we remain committed to preserving the relationships, traditions, and high expectations that define Seaside while thoughtfully exploring opportunities to improve and grow. Our work continues to center on helping every student find a place to belong, opportunities to lead, and the support needed to succeed.

Coversheet

Executive Director Contract

Section: VII. Governance
Item: A. Executive Director Contract
Purpose: Vote
Submitted by:
Related Material:
Executive Director EMPLOYMENT AGREEMENT_R. Andrew Ward_for board approval 10-22-26.pdf



EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT Between R. Andrew Ward 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 October 1, 2026 (the “Effective Date”). 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 Schedule A, together with any other such duties and responsibilities that are reasonable and consistent with such position. Employee will supervise all School administrative leadership and implementation of successful academic programming and operations, together with providing 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.

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”).

ROLES AND RESPONSIBILITIES

Employee shall perform the duties and responsibilities of Executive Director as set forth in the Roles and Responsibilities attached hereto as “**Schedule A**” and incorporated herein by reference as if fully set forth herein, together with such other duties and responsibilities as may reasonably be assigned by the Board of Directors from time to time. Schedule A shall be reviewed by the Board at least annually and may be revised, amended, or supplemented by the Board at any time, in its discretion, without requiring an amendment to this Agreement. Any revised Schedule A approved by the Board shall supersede and replace the prior version and shall thereafter be deemed incorporated into this Agreement.

TERM AND RENEWAL

This Agreement shall commence on the Effective Date and shall continue through June 30, 2027 (the “Initial Term”), unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for successive one-year terms beginning July 1 and ending June 30 of the following year (each, a “Renewal Term”), unless either party provides written notice

of its intent not to renew in accordance with this Agreement.

NONRENEWAL; EMPLOYMENT AT-WILL

Notwithstanding the term of this Agreement, Employee's employment with the School is at will. Accordingly, 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, and with or without advance notice, subject to any applicable provisions of this Agreement.

Either party may elect not to renew this Agreement for a subsequent Renewal Term by providing written notice to the other party on or before February 1 of the then-current Term. Nonrenewal of this Agreement shall not entitle Employee to any compensation or benefits beyond those otherwise due through the expiration of the then-current Term. The foregoing notwithstanding, Employee agrees to use reasonable efforts to provide the School with at least thirty (30) days' written notice of his voluntary resignation to facilitate an orderly transition; provided, however, that the School's or Employee's failure to provide the notice set forth herein shall not alter the at-will nature of the employment relationship.

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, subject to applicable law and the terms of any applicable benefit plans and School policies, 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 Employee's services, Employee shall be paid a salary of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00) per school year (July 1 – June

30, with the first year to be pro-rated based on an October 1, 2026 start date).

All payments made by the School to 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 time off, 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.

BOARD AUTHORITY

Employee shall report directly to and be subject to the direction and oversight of the Seaside School Inc., Board of Directors acting as a body. The Chair of the Board shall serve as the primary point of contact and liaison between Employee and the Board. No individual Board member shall have authority to direct Employee or modify the terms or conditions of Employee's employment except as expressly authorized by the Board.

LICENSURE

Employee shall maintain his Florida Principal License. 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.

[Signature page follows.]

ACCEPTANCE OF EMPLOYMENT

By signing below, 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: **Andy Jordan, Board Chairperson, Seaside School, Inc.**

Date: _____

By: **R. Andrew Ward, Employee**

Date: _____

SCHEDULE A

Executive Director Position Description

I. Purpose of the Role

The Executive Director (ED) serves as the leader of the Seaside School, Inc. and is accountable to the Seaside School Board for the academic, operational, financial, and legal performance of the school.

The Executive Director's primary purpose is to ensure long-term success, sustainability, and mission fidelity of the school by providing strategic leadership, maintaining compliance with Florida law and the charter contract, and supervising senior leadership.

The role is executive and strategic, not managerial or instructional at the classroom level.

II. Reporting Relationship

- **Reports to:** Seaside School Governing Board
- **Supervises:** Principals and senior administrative staff
- **Evaluation:** Conducted annually by the Governing Board using agreed-upon goals and performance indicators

III. Scope of Authority

The Executive Director is granted the authority to act on behalf of the school on all administrative and operational matters not specifically reserved to the Governing Board by statute, charter contract, or board policy.

The Executive Director may:

- Enter contracts within board-approved limits
- Supervise and evaluate employees
- Represent the school with the authorizer, regulators, higher-education partners, and the public

IV. Core Responsibilities

1. Strategic and Executive Leadership

- Lead execution of the school's mission, strategic plan, and board policies
- Provide organizational coherence across two campuses and grade spans
- Anticipate risks, growth opportunities, and long-term sustainability needs

2. Academic Oversight

- Establish academic expectations aligned with the board-approved mission
- Supervise and evaluate campus principals
- Ensure fidelity to the collegiate high school model, including:
 - Dual enrollment partnerships
 - Postsecondary readiness
 - Student advising systems
- Monitor academic performance trends and report regularly to the board on progress toward board-adopted goals

(Note: Day-to-day instructional management rests with principals.)

3. Financial Stewardship

- Develop and manage the annual budget for board approval
- Ensure sound internal controls, audits, and financial reporting
- Manage enrollment-based funding and cash flow
- Maintain financial stability, reserves, and long-term fiscal planning

4. Compliance and Risk Management

- Ensure full compliance with:
 - Florida Statute §1002.33
 - The charter contract and authorizer requirements
 - Open meetings, public records, ethics, and conflict-of-interest laws
- Serve as the primary liaison to the authorizer (school district, college, etc.)
- Ensure accurate and timely reporting

5. Organizational and Talent Leadership

- Recruit, supervise, evaluate, and retain senior leaders
- Establish systems that build leadership capacity and reduce reliance on any single individual
- Foster a professional culture aligned with the school's mission and values

V. Relationship with the Governing Board

The Governing Board and Executive Director operate within clear governance boundaries:

The Board:

- Sets mission, vision, and policy
- Provides oversight and accountability
- Evaluates Executive Director performance

The Executive Director:

- Executes strategy and policy
- Manages personnel and operations
- Reports on progress, risks, and outcomes to the board

The Executive Director does not serve as a voting board member.

VI. School Foundation Core Responsibilities

- Provides supervisory oversight of personnel shared between the School and the Foundation (Shared employees report directly to the ED)
- Supports strategic donor engagement, including participation in select donor meetings and capital campaign activities
- Contributes to legislative appropriations efforts and related advocacy
- Cultivates and strengthens relationships with key stakeholders, including SCDC, Walton County leadership, and NWFSC
- Supports grant development and fundraising events
- Contributes to financial planning and the annual budgeting process

VII. Key Success Indicators (Board-Level)

The Governing Board evaluates the Executive Director on:

- Student academic outcomes and growth
- Fidelity to the collegiate high school model
- Financial health and audit results
- Compliance record with the authorizer and state
- Leadership stability and succession readiness
- Quality and transparency of board reporting
- Annual board adopted goals

Coversheet

Facilities Lease

Section: VII. Governance
Item: B. Facilities Lease
Purpose: Vote
Submitted by:

Related Material:

Seaside Neighborhood School Facilities Lease_Eff 07.01.2026.docx

Seaside Neighborhood School Facilities Lease_2026_cjk marked changes.docx

Seaside Neighborhood School Facilities Lease

This Facilities Lease (this "***Lease***") is made effective the 1st day of July 2026, by and between The Seaside School Foundation, Inc., a Florida non-profit corporation ("***Lessor***") and The Seaside School, Inc., a Florida non-profit corporation ("***Lessee***"). Upon execution of this Lease, the prior lease by and between Lessor and Lessee is superseded and replaced in its entirety by this Lease and deemed of no further force and effect after the effective date of this Lease.

Background Facts

Lessor is the owner of three buildings located on real property located in the town of Seaside, Walton County, Florida. This real property is legally described in **Exhibit "A"** and said legal description is incorporated herein. The real property contains three buildings located and identified with the municipal addresses of 10, 30 and 42 Smolian Circle, Seaside, Florida (the "***Leased Premises***").

Article 1

Lease of Premises

For and in consideration of the covenants, promises and agreements contained in this Lease, Lessor does hereby lease the Leased Premises to Lessee for the specific terms set forth below in Article 2.

Article 2

Term

The term of this lease ("***Lease Period***") shall commence on the date set forth above (the "***Commencement Date***") and end on the fifth (5th) anniversary of the Commencement Date.

Article 3

Rent

Lessee shall pay **Lessor annual rent** in the amount of \$437,240.00 for the first Year of the Lease Period, which may be paid in a lump sum on or before the Commencement Date or paid in monthly installments of \$36,436.67, beginning on the Commencement Date, with each subsequent monthly installment due on the 5th day of each month until expiration of the Lease

Period. Either method of payment may be elected by Lessee at the commencement of each year of the Lease Period.

Commencing on the first anniversary of the Commencement Date, and on each anniversary thereafter during the Lease Period, the annual rent shall increase by three percent (3%) over the annual rent payable for the immediately preceding year. The monthly installment payments, if elected by Lessee, shall be adjusted accordingly to reflect each annual increase. The annual rent and corresponding monthly installment payments for each year of the Lease Period, reflecting the three percent (3%) annual increase, shall be as set forth in the following schedule. In the event of any discrepancy resulting from the rounding of monthly installment payments, the annual rent amount shall control, and the final monthly installment for the applicable lease year shall be adjusted accordingly.

ANNUAL RENT SCHEDULE

<u>Lease Year (School Year)</u>	<u>Annual Rent</u>	<u>Monthly Installment</u>
Year 1 (2026-27)	\$437,240.00	\$36,436.67
Year 2 (2027-28)	\$450,357.20	\$37,529.77
Year 3 (2028-29)	\$463,867.92	\$38,655.66
Year 4 (2029-30)	\$477,783.96	\$39,815.33
Year 5 (2030-31)	\$492,117.48	\$41,009.79

Article 4

Permitted Use

Lessee covenants that it shall, throughout the Lease Period, continuously use and occupy the Leased Premises solely and exclusively for the purpose of operating a school and other related activities, which will necessarily include all other uses reasonably related thereto (the "*Permitted Uses*").

Article 5

Utilities

Lessee shall be solely responsible for, and shall pay directly to such utility companies, all bills for utilities and services consumed and used on, at, in and from the Leased Premises.

Article 6

Repairs and Maintenance

Lessee shall be responsible, at its sole cost and expense, for all repairs, maintenance, and upkeep of the Leased Premises, including the buildings, improvements, fixtures, equipment, and systems located thereon. Lessee shall maintain the Leased Premises in good condition and repair throughout the Lease Period and deliver possession of the Leased Premises in substantially the same condition as it existed on the Commencement Date, reasonable wear and tear excepted.

Article 7

Reservation of Rights by Lessor

Lessee shall have the right to exclusively use, occupy and operate the entire Leased Premises. Lessee shall permit Lessor, its agents and representatives, and any mortgagee to enter the Leased Premises in order to examine, inspect and protect the Leased Premises, if necessary; provided, however, that at all times when students are on the Leased Premises, Lessor, its agents and representatives, and any mortgagee, shall when entering the Leased Premises be accompanied by an authorized representative of Lessee and otherwise cooperate with Lessee in complying with any applicable laws, rules and regulations, including Florida laws pertaining to access to schools while students are present and pertaining to student health, safety and welfare.

Article 8

Mutual Indemnity

Except by reason of negligence of Lessor, or anyone acting by, through or under Lessor, Lessee, only to the extent of the limitations of liability set forth in § 768.28, Florida Statutes,

hereby indemnifies and agrees to hold Lessor harmless from and against any and all liabilities, obligation, claims, damages, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against Lessor or the Leased Premises and resulting in any way from Lessee's occupancy and/or use of the Leased Premises or the surrounding area, or the breach of any obligation of Lessee set out in the Lease during or with respect to the Term hereof. Except by reason of negligence of Lessee, or anyone acting by, through or under Lessee, Lessor hereby indemnifies and agrees to hold Lessee harmless from and against any and all liabilities, obligation, claims, damages, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against Lessee or the Leased Premises and resulting in any way from Lessor's use of the Leased Premises or the surrounding area, or the breach of any obligation of Lessor set out in the Lease during or with respect to the Term hereof.

Article 9

Assignment and Subletting

Lessee may not assign its interest in this Lease voluntarily or by operation of law and shall not sublet or license all or any portion of the Leased Premises without the consent of Lessor, which consent may be withheld in Lessor's reasonable discretion. Any purported or attempted assignment or subletting, without Lessor's prior written consent, shall be null and void. Any permitted assignee or sub-lessee of Lessee shall expressly assume Lessee's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Lessee from any of its obligations hereunder unless Lessor expressly agrees otherwise. Lessee shall not mortgage or otherwise encumber its leasehold interest hereunder. Notwithstanding the foregoing, Lessee is permitted, without Lessor's consent, to enter into facility use agreements of less than one-year terms for use of the Leased Premises during non-School hours, and which are terminable with 30-days notice.

Article 10

Miscellaneous

This Lease shall be construed in accordance with the laws of the State of Florida. This Lease embodies the entire agreement between the parties. This Lease may not be amended or modified except by written instrument executed by all parties to the Lease, which may be executed in multiple counterparts. If the performance by any of the parties of its obligations under this Lease Agreement is delayed or prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority, or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within said parties control, whether or not specifically mentioned herein, said party shall not be deemed to be in default hereunder with respect thereto unless such party fails to promptly remedy such lack of performance immediately following the end of such event of force majeure.

Article 11

RADON GAS

Radon Gas Notification. In accordance with the requirements of the Florida Statutes, Section 404.056(8), the following notice is hereby given: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISK TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties agree to the terms hereof as of the date first written above.

LESSOR: THE SEASIDE SCHOOL FOUNDATION, INC.

(A Florida not-for-profit corporation)

By: _____

Name: _____

Title: _____

LESSEE: THE SEASIDE SCHOOL, INC.

(A Florida not-for-profit corporation)

By: _____

Name: _____

Title: _____

Seaside Neighborhood School Facilities Lease

This Facilities Lease (this "***Lease***") is made effective the 1st day of July 2026, by and between The Seaside School Foundation, Inc., a Florida non-profit corporation ("***Lessor***") and The Seaside School, Inc., a Florida non-profit corporation ("***Lessee***"). Upon execution of this Lease, the prior lease by and between Lessor and Lessee is superseded and replaced in its entirety by this Lease and deemed of no further force and effect after the effective date of this Lease.

Background Facts

Lessor is the owner of three buildings located on real property located in the town of Seaside, Walton County, Florida. This real property is legally described in **Exhibit "A"** and said legal description is incorporated herein. The real property contains three buildings located and identified with the municipal addresses of 10, 30 and 42 Smolian Circle, Seaside, Florida (the "***Leased Premises***").

Article 1

Lease of Premises

For and in consideration of the covenants, promises and agreements contained in this Lease, Lessor does hereby lease the Leased Premises to Lessee for the specific terms set forth below in Article 2.

Article 2

Term

The term of this lease ("***Lease Period***") shall commence on the date set forth above (the "***Commencement Date***") and end on the ~~first (1st)~~ **fifth (5th)** anniversary of the Commencement Date.

Article 3

Rent

Lessee shall pay Lessor ~~a maximum annual rent in the amount of \$437,240.00 for the first year of the Lease Period, \$168,000.00~~ which may be paid either ~~in a lump sum basis on or before the Commencement Date or paid in~~ monthly installments of ~~\$14,000.00~~ **\$36,436.67**, beginning on the Commencement Date, ~~with and each subsequent and every other monthly installment payment due thereafter to be payable~~ on the 5th day of each month until expiration

of the Lease Period. Either method of payment may be elected by Lessee **at the commencement** of each year of the Lease Period.

Commencing on the first anniversary of the Commencement Date, and on each anniversary thereafter during the Lease Period, the annual rent shall increase by three percent (3%) over the annual rent payable for the immediately preceding year. The monthly installment payments, if elected by Lessee, shall be adjusted accordingly to reflect each annual increase. The annual rent and corresponding monthly installment payments for each year of the Lease Period, reflecting the three percent (3%) annual increase, shall be as set forth in the following schedule. In the event of any discrepancy resulting from the rounding of monthly installment payments, the annual rent amount shall control, and the final monthly installment for the applicable lease year shall be adjusted accordingly.

ANNUAL RENT SCHEDULE

<u>Lease Year (School Year)</u>	<u>Annual Rent</u>	<u>Monthly Installment</u>
Year 1 (2026-27)	\$437,240.00	\$36,436.67
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Year 4 (2029-30)	\$477,783.96	\$39,815.33
Year 5 (2030-31)	\$492,117.48	\$41,009.79

Article 4

Permitted Use

Lessee covenants that it shall, throughout the Lease Period, continuously use and occupy the Leased Premises solely and exclusively for the purpose of operating a school and other related activities, which will necessarily include all other uses reasonably related thereto (the "*Permitted Uses*").

Article 5

Utilities

Lessee shall be solely responsible for, and shall pay directly to such utility companies, all bills for utilities and services consumed and used on, at, in and from the Leased Premises.

Article 6

Repairs and Maintenance

~~Lessee shall, at its sole expense, keep the entire Leased Premises in the condition comparable to similar properties in the area and upon the expiration or early termination of this Lease Agreement, Lessee shall deliver possession of the Leased Premises to Lessor in substantially the same condition as it existed on the Commencement Date, with exception to reasonable and ordinary wear and tear.~~ Lessee shall be responsible, at its sole cost and expense, for all repairs, maintenance, and upkeep of the Leased Premises, including the buildings, improvements, fixtures, equipment, and systems located thereon. Lessee shall maintain the Leased Premises in good condition and repair throughout the Lease Period and deliver possession of the Leased Premises in substantially the same condition as it existed on the Commencement Date, reasonable wear and tear excepted.

Article 7

Reservation of Rights by Lessor

1. ~~Lessor reserves the right to use the Leased Premises provided such use does not interfere with Lessee's use of the Leased Premises.~~ Lessee shall have the right to exclusively use, occupy and operate the entire Leased Premises. Lessee shall permit Lessor, its agents and representatives, and any mortgagee to enter the Leased Premises in order to examine, inspect and protect the Leased Premises, if necessary; provided, however, that at all times when students are on the Leased Premises, Lessor, its agents and representatives, and any mortgagee, shall when entering the Leased Premises be accompanied by an authorized representative of Lessee and otherwise cooperate with Lessee in complying with any applicable laws, rules and regulations, including Florida laws pertaining to access to schools while students are present and pertaining to student health, safety and welfare.

Article 8

Liability ~~Mutual Indemnity~~

~~Lessor shall not be liable for and Lessee hereby waives all claims against Lessor for injuries to persons in or about the Leased Premises for any cause whatsoever arising at any time during the term hereof. Lessor shall not be liable in any way for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, sewer, gas,~~

~~electricity, telephone or other utility service. Lessor shall not be liable for and Lessee hereby waives all claims against Lessor for damage to or loss of any property of Lessee or of others located on the Leased Premises. Lessee shall indemnify and hold harmless Lessor from and against, and reimburse Lessor for, any and all claims, losses, damages and liabilities (including, but not limited to, reasonable attorney fees and court costs), which arise in any way in connection with the Leased Premises during the term of this Lease, except for claims, losses, damages and liabilities caused directly by the gross negligence or willful misconduct of Lessor or its agents.~~

Except by reason of negligence of Lessor, or anyone acting by, through or under Lessor, Lessee, only to the extent of the limitations of liability set forth in § 768.28, Florida Statutes, hereby indemnifies and agrees to hold Lessor harmless from and against any and all liabilities, obligation, claims, damages, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against Lessor or the Leased Premises and resulting in any way from Lessee's occupancy and/or use of the Leased Premises or the surrounding area, or the breach of any obligation of Lessee set out in the Lease during or with respect to the Term hereof. Except by reason of negligence of Lessee, or anyone acting by, through or under Lessee, Lessor hereby indemnifies and agrees to hold Lessee harmless from and against any and all liabilities, obligation, claims, damages, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against Lessee or the Leased Premises and resulting in any way from Lessor's use of the Leased Premises or the surrounding area, or the breach of any obligation of Lessor set out in the Lease during or with respect to the Term hereof.

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Assignment and Subletting

Lessee may not assign its interest in this Lease voluntarily or by operation of law and shall not sublet or license all or any portion of the Leased Premises without the consent of Lessor, which consent may be withheld in Lessor's reasonable discretion. Any purported or attempted assignment or subletting, without Lessor's prior written consent, shall be null and void. Any permitted assignee or sub-lessee of Lessee shall expressly assume Lessee's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Lessee from any of its obligations hereunder unless Lessor expressly agrees otherwise. Lessee shall not mortgage or otherwise encumber its leasehold interest hereunder. Notwithstanding the

foregoing, Lessee is permitted, without Lessor's consent, to enter into facility use agreements of less than one-year terms for use of the Leased Premises during non-School hours, and which are terminable with 30-days notice.

Article 9 10

Miscellaneous

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Article 10-11

RADON GAS

Radon Gas Notification. In accordance with the requirements of the Florida Statutes, Section 404.056(8), the following notice is hereby given: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISK TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

IN WITNESS WHEREOF, the undersigned parties agree to the terms hereof as of the date first written above.

LESSOR: THE SEASIDE SCHOOL FOUNDATION, INC.

(A Florida not-for-profit corporation)

By: _____

Name: _____

Title: _____

LESSEE: THE SEASIDE SCHOOL, INC.

(A Florida not-for-profit corporation)

By: _____

Name: _____

Title: _____