



NORTHWEST FLORIDA STATE COLLEGE

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NWFSC-Seaside School Foundation September 27, 2021 Lease in separate file for brevity of document. The MOU is Exhibit A to the Lease. All other signature pages and Exhibit pages removed for brevity.



MEMORANDUM OF UNDERSTANDING
by and between
The District Board of Trustees
of Northwest Florida State College, Florida
and
The Seaside School Foundation, Inc.

The purpose of this Memorandum of Understanding (“MOU”), made effective as of the same effective date as the incorporated Lease, is to guide and direct a working relationship on the Premises and for the educational partnership articulated in the attached Lease between The District Board of Trustees of Northwest Florida State College, a Florida College System institution (the “College”) and The Seaside School Foundation, Inc., a non-profit 501(c)(3) organization, created to benefit and support [The Seaside School, Inc., which includes](#) Seacoast Collegiate High School, a charter school established under Section 1002.33, Florida Statutes (“Seacoast”) (collectively, the “Parties,” and each a “Party”).

RECITALS

WHEREAS, the Parties agreed to the terms in the incorporated Lease;

WHEREAS, the Parties agree that there exists unmet demand for educational and workforce development opportunities in Walton County;

WHEREAS, Seacoast desires to use a portion of the Premises for Seacoast educational use;

WHEREAS, the College desires to use a portion of the Premises for College educational use; and

WHEREAS, the Parties desire to partner together to use a portion of the Premises for joint educational, recreational, and community use;

THE PARTIES NOW, THEREFORE, AGREE:

1. **Lease.** The attached Lease is incorporated in this MOU. All terms defined in the Lease carry the same definition as assigned to those terms in the Lease.
2. **Term.** This MOU is effective as of the same date of the Lease. This MOU will continue for a term equal to, and in any event not to exceed, the term of the Lease. If the Lease is terminated for any reason, this MOU is likewise terminated. [If the MOU is terminated for any reason, the Lease is likewise terminated.](#) If the Lease is renewed upon the terms set out in the Lease, this MOU is likewise renewed.
3. **College Responsibilities:**
 - a. The College will monitor compliance with this MOU and the Lease and regularly submit reports in writing to its Board of Trustees. During the construction and development phase, the College will make reports to the Board of Trustees at least each quarter. When construction is complete and programming has begun, the College will make reports to the Board of Trustees upon request or upon material change or event.
 - b. The College may deliver a mix of credit and non-credit courses on the Premises, including dual enrollment courses at the time of opening (or the earliest possible semester after opening, if the Educational Facility opens out of sync with the College’s academic calendar). The subject, number, [modality](#), and staffing of such courses [and programs](#) will



be determined in the College's discretion. Postsecondary education on the Premises will be offered and delivered by the College, whether by dual enrollment, traditional College degree enrollment, certification, or other means. Any other provider or provision of postsecondary education must be approved by the College prior to provision of such services on the Premises; in each instance, the College will evaluate whether it may provide such service, and the College maintains the right to approve or deny external postsecondary education providers on the Premises. [Notwithstanding anything else in this Agreement, the College maintains its right to make independent decisions regarding College programming offered on the Premises.](#)

- c. The College may deliver workforce development training on the Premises. The subject, number, and staffing of such training will be determined at the College's discretion.
- d. [The College will schedule General Education core classes and electives on the Premises as required for students to complete the Associate in Arts \(A.A.\) degree to meet Seacoast's need to provide students with university-transfer programs. The College will schedule General Education core classes, technical core classes, and technical electives on the Premises as required for students to complete the Associate in Science \(A.S.\) degree programs then-offered by the College on the Premises for Seacoast students consistent with section 4\(e\) and the articulation agreement between the parties. As part of the College's annual process of renewing articulation agreements, the College and Seacoast will work collaboratively to renew offerings in accordance with Seacoast students' course needs. Whenever possible, the College will offer these courses in-person with College faculty on the Premises.](#) The College will develop a schedule for classes on the Premises through its standard practice across all sites, using class start and end times as determined by seat time and length of session and term, incorporating additional modalities to maximize course offerings and faculty availability. Classes scheduled on the Premises will be scheduled with South Walton as the delivery location in accordance with accrediting body approvals for delivery of the respective A.A., A.S., or certificates at this location. College classes taught on the Premises will be scheduled first with the College's full-time faculty with supplemental assignments to the College's adjunct faculty, to include Seacoast's high school teachers who hold the appropriate qualifications as determined by the College to teach courses when College full-time staffing options are determined to be unavailable. As required by its accrediting body, the College retains the responsibility and right to make and modify determinations regarding the employment of qualified faculty for each course assignment. The College may deliver any training offered by the College on the Premises to any student eligible under Florida law and College policy and procedure, regardless of Seacoast or other school affiliation or whether public, private, charter, or homeschool.
- e. The College will seek to develop a comprehensive dual enrollment center in its space on the Premises.
- f. The College reserves the right to schedule, register students for, reschedule, and cancel its offered courses according to College policy and procedure. Administrative decisions, such as, but not limited to, maximum and minimum class enrollment, is subject to College policy and procedure.
- g. To the extent appropriate under applicable law and as far as feasible and appropriate for College operations, the College will offer Seacoast [students the opportunity for priority registration for dual enrollment courses offered preferred seating in College classes held on the Premises. To indicate needs for preferred seating, Seacoast will deliver](#)



registration forms to the College for students no later than one week prior to the Current Student Registration date found on the Academic Calendar each fall and spring semester. Preferred seating will be provided to Seacoast students for classes in accordance with the articulation agreement. The preferred seating window, effectuated through priority submission of registration ~~option~~ forms, will be offered at the College's discretion, subject to applicable law, and availability of resources, and SACSCOC Principles of Accreditation and any other applicable institutional accrediting agency's requirements.

- h. The College will collaborate with Seacoast to host and deliver various workforce development and community enhancement courses and activities in the Shared Use Space on the Premises. To the extent that the College may offer workforce development or community enhancement courses through its existing programming, the Parties will take advantage of the College's existing programming and resources.
- i. If neither party is in default of its obligations under the Lease or MOU, the College will not sponsor a competing charter school that offers secondary education on the ~~South Walton campus~~ Premises, and Seacoast will not partner with another college for any purpose on the ~~South Walton Campus~~ Premises, without prior approval from the other party. If the College desires to offer a College-degree pathway through sponsoring a charter school offering secondary education on the South Walton campus, the College will first give Seacoast the option to offer that College-degree pathway through its charter school. If Seacoast declines to expand its operations, the College may offer that College-degree pathway through sponsoring a charter school offering secondary education outside of the Premises. This section does not limit the College's right to offer any type of educational opportunity, whether charter school or otherwise, in any other College service area, and to any student seeking College services in any manner that the College is permitted to offer. This clause does not limit the College's right and responsibility to pursue and take action on offering educational opportunities, as directed by the State of Florida, throughout its service area. Default carries the same definition and procedures as found in the Lease.
- ~~j. For the duration of the Lease, all dollars received for the purposes of funding programming, technology, FFE (furniture, fixtures, and equipment), construction, remodeling, classrooms needs, materials, supplies, and funding for purposes of educational programming offered to students enrolled on the Premises, including but not limited to funds in the form of private or public donations or grants, and government or quasi-government funding ("Fundraising Dollars"), shall be dedicated to the described intent of those dollars on the Premises. Fundraising Dollars will be used first toward the cost of construction of the Premises, then to technology and FFE, and then to programming, unless such funds are designated by the donor for use towards a particular purpose. In the event the College is unable to deposit funds into the dedicated joint account established for purposes herein, the College shall provide documentation that the funds received by the College are used exclusively on the Premises.~~

4. Seacoast Responsibilities:

- a. Seacoast will deliver educational programming for its students on the Premises at the time of opening (or the earliest possible semester after opening if the Educational Facility opens out of sync with Seacoast's academic calendar). The subject, number, and staffing of such courses that Seacoast delivers will be determined at Seacoast discretion; provided, however, that such educational programming prepares Seacoast students to participate in the College's dual enrollment courses when eligible.



b. Seacoast is and shall remain responsible for students' progression toward and completion of a high school diploma.

~~b.c.~~ Seacoast will enroll the maximum possible number of its students in the College's dual enrollment courses with twenty four (24) students committed to the A.S. Business Administration program within the first eighteen (18) months of its first academic year of operations on the Premises. Seacoast will notify the College by January 1 of each year its maximum number of students in Seacoast classes on the Premises and its maximum number of those students who will be enrolled in College classes, specifying whether those students will be dual enrolled in the A.A program or the A.S. program(s) then offered by the College on the Premises.

~~e.d.~~ As stated in Section 3(g) above, Seacoast will collaborate with the College to host and deliver various workforce development and community enhancement courses and activities in the Shared Use Space on the Premises.

e. Seacoast will enroll at least twenty-four (24) 9th grade students committed to the A.S. Business Administration program at the start of the first academic year on the Premises, following the notification procedure provided in Section 4(c).

i. If Seacoast does not enroll at least eighteen (18) new 9th grade students in the A.S. Business Administration program each academic year, or if there are fewer than 72 Seacoast students in the Business Administration program every four academic years, the College reserves the right to cancel, modify, or switch the modality of the Business Administration classes or to place other students in the program ahead of Seacoast students where necessary.

ii. For any additional A.S. programs that Seacoast requests that the College offer at the site for Seacoast students, Seacoast will notify the College of the additional program request through the articulation agreement process at least 18 months in advance of the requested opening date of the program at South Walton.

~~d.~~

5. Funds Dedicated to Site. For the duration of the Lease, all dollars received for the purposes of funding programming, technology, FFE (furniture, fixtures, and equipment), construction, remodeling, classrooms needs, materials, supplies, and funding for purposes of educational programming offered to students enrolled on the Premises, including but not limited to funds in the form of private or public donations or grants, and government or quasi-government funding ("Dedicated Dollars"), shall be dedicated to the described intent of those dollars on the Premises. Dedicated Dollars will be used first toward the cost of construction of the Premises, then to technology and FFE, and then to programming, unless such funds are designated by the donor for use towards a particular purpose.

5.6. Division and Dedication of Space. The College and Seacoast have agreed to the following division of space for each Party's exclusive educational and joint use for the purpose of providing secondary and post-secondary education, workforce development and other student and community training and engagement operations:

a. Division of Space

i. Seacoast Exclusive Space is identified on Exhibit E as the Accelerator. Such amendment will "Seacoast" and is defined as the Premises under the incorporated Lease less and except the Shared Use Space as defined below, College Exclusive



Space, “common areas” as defined below, and subject to the limitations of the Shared Use Space as set forth herein.

ii. College Exclusive Space is identified on Exhibit F as “College”.

iii. Shared Use Space is identified on Exhibit G as “Shared”.

1. Shared Use Space and calendar of events for use thereof shall be managed by designated Seacoast and College representatives through the College’s current scheduling software, Ad Astra, with the calendar of events being available to both parties. SeacoastThe parties shallwill manage the calendar such that both parties have approximately equal opportunity to use the facilities during business and non-business hours throughout any academic year.
2. Each party shall ensure that allany third parties using the space on behalf of one of the parties have submitted an appropriate event request and proof of insurance relevant to the event prior to the third party holding any event in the space.
3. The College shall make Ad Astra available to the appropriate Seacoast staff and College staff for managing the calendar of events for the Shared Use Space. All Shared Use Space on the Premises will be added to Ad Astra for accessible scheduling.
4. The College and Seacoast shall submit all reservation requests for use of Shared Use Space through Ad Astra. At the conclusion of each academic year, the parties will assess overall space utilization for the prior year by each party, needs for the space in the upcoming academic year (to the extent known in advance), and account for each party’s pro rata share of use for division of pro rata expenses in the space.
5. The College’s and Seacoast’s requests shall receive priority over any third-party use. Educational programming shall receive priority over any other use of Shared Use Space. Any offerings in Shared Use Space must be consistent with the law and regulations applicable to public educational organizations, consistent with insurance requirements for the type of event held, not compete or overlap with any of the College’s or Seacoast’s credit, non-credit, K-20, testing, workforce, extracurriculars, or educational support offerings or activities, and must be consistent with SACSCOC Principles of Accreditation and any other applicable institutional accrediting agency’s requirements. The College reserves the first right of refusal to provide or sponsor any requested programming in the space that overlaps with or otherwise competes with its credit, non-credit, K-20, testing, workforce, or educational support offerings or programs.
6. Both parties reserve the right to notify the other that a proposed use of Shared Use Space violates the prior provision at which time the parties will stop, modify, or cancel the use to bring it into compliance with this agreement.

iv. Each party grants the other an exclusive license for ingress, egress, and general



customary use of all common areas on the South Walton Campus not otherwise prohibited in writing by the parties, so that students, faculty, administrators, parents, and other proper invitees (subject to security protocol) may use the green space, porches, walkways, roads, sidewalks, parking, and other common spaces located upon the South Walton Campus. Such license shall remain in existence throughout the Lease Term.

b. Naming Rights: The College, in accordance with its naming policies, authorizes Seacoast to seek naming gifts for the facilities on the Premises. Naming rights in exchange for donations may be offered in accordance with the terms of this section.

i. Purpose of Offering Naming Rights. Donations received by Seacoast ~~or the College~~ in exchange for naming rights regarding any portion of the Premises shall be dedicated to financing the construction, equipment, and ongoing care and maintenance of the Premises for the duration of the Lease, exclusive of administrative and personnel costs.

ii. Limitations on Naming Rights: All naming gifts ~~of either party~~ will be consistent with the practices, mission, reputation, and values of the parties.

1. The parties agree that all naming opportunities must comply with the naming rights plan incorporated in this MOU as Exhibit 1.

2. Gifts that require a Donor Agreement must be consistent with the template provided in Exhibit 2 and ~~include, with more particularity, provisions~~ consistent with the Lease and this MOU.

3. All gifts received through the naming rights plan shall be accounted for, ~~shared with,~~ and subject to disclosure to and accounting by ~~the other party~~ the College. ~~The parties~~ Seacoast shall report a list of proposed naming gifts to the ~~other~~ College at least once per quarter consistent with progress reporting as set out in the MOU and Lease.

4. ~~Neither party~~ Seacoast will not agree to naming opportunities in exchange for donations that support, expressly or implicitly, any political or ideological position, party, or candidate; any person or entity that creates a conflict of interest for any party; or any person or entity that is inconsistent with, competes with, or creates opportunity for conflict with the mission, reputation, or values of any party. Upon receiving each naming gift progress report, ~~either party~~ the College may reject any naming listed that contradicts this provision within 30 days of the receipt of the progress listing.

5. All naming rights terminate upon the expiration or earlier termination of the Lease.

6. If the portion of the Premises on which a name is placed are destroyed beyond repair, consistent with the terms of the Lease, all naming rights terminate.

~~b-c.~~ Expenses: Each party's pro-rata share for all expenses and obligations for Shared Use Space will be paid as follows and in accordance with Paragraph 10 of the Lease, to wit:

i. The Premises as defined under Paragraph 3 of the Lease is more particularly depicted by the Revised Lease Exhibit "C" attached hereto and incorporated herein.



- ii. Seacoast’s pro-rata share of expenses and obligations for Shared Use Space shall be _____% as calculated by its proportion of _____square feet of the ____ square foot Educational Facility;
- iii. The College’s pro-rata share of expenses and obligations for Shared Use Space shall be _____% as calculated by its proportion of _____ square feet of the _____ square foot Educational Facility.

d. Use of Premises: Pursuant to Paragraph 9 under the Lease, this MOU may provide specific permitted uses of the Premises. Specific permitted uses of the Premises include Seacoast or College-related fundraising events, community events, subleasing of café space or other Seacoast Space or Shared Use Space, provided all lease income derived shall be dedicated to financing the construction, equipment, and ongoing care and maintenance of the Premises for the duration of the Lease, exclusive of administrative and personnel costs. Any sublease is subject to prior approval by the College Board, not to be unreasonably withheld. ~~for the sole purpose of ensuring the sublease does not violate any Collegewide exclusive agreements with third parties.~~

e. Expansion: After opening the Educational Facility and two (2) years of successful performance under the Lease and MOU, Seacoast may submit a proposal to expand the area leased for uses approved by both Parties. The Parties may adjust this timeline by mutual agreement.

~~6.7.~~ **Points of Contact and Regular Meetings.** To appropriately implement this MOU, each Party appoints at least one point of contact, listed below, to facilitate communications and decisions regarding joint responsibilities under this MOU. During the first 12 months of this MOU, the Parties, through their Points of Contact and other designated individuals, shall meet regularly, and in any event not less than once quarterly.

Northwest Florida State College

President’s Office

Dr. Devin Stephenson, President
Melissa Wolf, Executive Assistant
wolfm@nwfsc.edu

Student Success and Academic Affairs

Dr. Cristie Kedroski, Senior Vice President
kedroskc@nwfsc.edu

Dr. Deidre Price, Vice President of Academic Affairs
priced@nwfsc.edu

Finance, Facilities, and Legal

Tanner McKnight, Vice President of Business Operations and Finance/Chief Financial Officer
~~whiter3@nwfsc.edu~~ tmknight@nwfsc.edu

Whitney Rutherford, General Counsel
wrutherford@nwfsc.edu

Seacoast



[Patrick McCarthy, President, Seaside School Foundation. Inc.](mailto:patrick@seasideschoolfoundation.org)
patrick@seasideschoolfoundation.org

[Kim Mixson, Chief Academic Officer](mailto:mixonk@seasideschools.net)
mixonk@seasideschools.net

Any notices required under this MOU will be delivered via email to the above point(s) of contact. A courtesy copy of such notices may be delivered by the courier to the following addresses:

Northwest Florida State College: 100 College Boulevard E, Niceville, Florida 32578

Seacoast: 10 Smolian Circle, Seaside, FL 32459.

7.8. Additional Terms:

- a. Biannual Review.** Unless review is otherwise provided for under this MOU, it will be reviewed by both Parties for accuracy and recency with the state of operations on the Premises every two years or, in other words, every other year; such review will be memorialized in a writing signed by both Parties. Because this MOU is effective as of September 27, 2021, the first biannual review will be due as of September 29, 2023.
- a.b. The Seaside School, Inc. Resolution.** The Governing Board of The Seaside School, Inc., shall adopt a resolution reflecting its agreement to the terms of this MOU.
- b.c. Amendment.** This MOU may be modified by mutual consent at any time.
- e.d. Good Faith Actions.** Each Party will perform its duties under the Lease and MOU in good faith without improperly hindering or hampering the operations of the other Party. The Parties shall, in complying with their respective obligations under this MOU, always act in good faith.
- d.e. Compliance with Applicable Law.** Both the College and Seacoast shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the scope of this MOU in addition to SACSCOC Principles of Accreditation, any other applicable institutional accrediting agency's requirements, and terms of any grant applicable to the responsibilities undertaken in this MOU. Neither Party will discriminate against any person based on race, color, ethnicity, genetic information, national origin, religion, gender, gender identity, sexual orientation, marital status, disability, or age in its programs or activities or in the delivery of services under this MOU.

[Signature Page removed for brevity]