

STA/STPA  
GOVERNING BOARD  
MEMBER PACKET  
VIRTUAL EMERGENCY  
BOARD MEETING  
October 29, 2020

SouthTech Charter Academy, Inc.  
SouthTech Preparatory Academy, Inc.

Steven Kozak, Interim Executive Director  
Eileen Turenne, STA High School Principal  
Nicole Handy, STPA Middle School Principal

**SOUTHTECH CHARTER ACADEMY, INC.**  
**SOUTHTECH PREPARATORY ACADEMY, INC.**  
**STA/STPA Virtual Emergency Governing Board Meeting Agenda**  
**October 29, 2020**

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- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call: Board Secretary – Confirm Quorum Present**

Roger Dunson	Ayesha Edmond	Russell Feldman
Dan Heller	Diane Heinz	Robert Kesten
Suzanne Nicolini	James Notter	
- 4. Open Meeting Act Statement:** Chairperson asks if public notice has been made.
- 5. Introduction and Purpose of the Meeting- Robert Kesten, Board Chair**
- 6. Public Comments on Agenda Items – Five (5) Minutes Maximum Each Person**  
**SouthTech Academy**  
**SouthTech Preparatory Academy**
- 7. Introduction of Consent Agenda for SOUTHTECH ACADEMY**  
**Old Business**  
**None.**  
**Administrative Items**  
**A-1** I recommend that the Board approve the Executed Superintendent/Executive Director Employment Agreement with Carla Lovett.  
**Personnel Items**  
**None.**  
**Financial Items**  
**None.**  
**Emergency Items**  
**None.**
- 8. Poll Board for Items to be Pulled for Comment or Questions**
- 9. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**  
Introduced by \_\_\_\_\_ Seconded by \_\_\_\_\_  
All in favor \_\_\_\_\_ Opposed \_\_\_\_\_
- 10. Approval of Each Pulled Item (Item-by Item)**
- 11. Public Comments on non-Agenda Items – Five (5) Minutes Maximum Each Person**
- 12. Introduction of Consent Agenda for SOUTHTECH PREPARATORY ACADEMY**

**Old Business**

**None.**

**Administrative Items**

**PA-1** I recommend that the Board approve the Executed Superintendent/Executive Director Employment Agreement with Carla Lovett.

**Personnel Items**

**None.**

**Emergency Items**

**None.**

**13. Poll Board for Items to be Pulled for Comment or Questions**

**14. Approval of SouthTech Preparatory Academy Consent Agenda Except for Items Pulled:**

Introduced by \_\_\_\_\_ Seconded by \_\_\_\_\_

All in favor \_\_\_\_\_ Opposed \_\_\_\_\_

**15. Approval of Each Pulled Item (Item-by Item)**

**16. Board Comments**

**17. Motion to Adjourn**

Introduced by: \_\_\_\_\_

All in favor: \_\_\_\_\_ Opposed: \_\_\_\_\_

Time \_\_\_\_\_

**Motion:**

I recommend that the Board approve the Executed Superintendent/Executive Director Employment Agreement with Carla Lovett.

**Summary Information:**

The SouthTech Schools Governing Boards completed a process to interview, evaluate, and hire a Superintendent/Executive Director for SouthTech Schools. This process resulted in the selection of Carla Lovett for the position. Ms. Lovett accepted the position and entered into contract negotiations. Glen Torcivia, P.A., Jennifer Melillo (Human Resource Director), and myself represented SouthTech Schools in those negotiations. I recommend that the Board approve the Executed Superintendent/Executive Director Employment Agreement, paving the way for Ms. Lovett to start at SouthTech Schools in January 2021.

Attachments: Executed Superintendent/Executive Director Employment Agreement

**Presented By:**

Robert Kesten, Board Chairman

**Financial Impact:**

There is no financial impact for this item as the position was included in the SY21 budget.

## **SUPERINTENDENT/EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of October, 2020, by and between SOUTHTECH CHARTER ACADEMY, INC. and SOUTHTECH PREPARATORY ACADEMY, INC. (hereinafter collectively referred to as "SOUTHTECH SCHOOLS"), and CARLA LOVETT (hereinafter referred to as "MS. LOVETT").

### **WITNESSETH:**

WHEREAS, SOUTHTECH SCHOOLS' GOVERNING BOARDS have completed a process to interview, evaluate, and hire a Superintendent/Executive Director for SOUTHTECH SCHOOLS. This hiring process resulted in the selection of MS. LOVETT as the Superintendent/Executive Director of SOUTHTECH SCHOOLS;

WHEREAS, MS. LOVETT desires to accept the position of Superintendent/Executive Director (hereinafter "Executive Director") of SOUTHTECH SCHOOLS; and

NOW, THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

#### **1. EMPLOYMENT AS EXECUTIVE DIRECTOR**

A. SOUTHTECH SCHOOLS' GOVERNING BOARDS agree to employ MS. LOVETT as Executive Director of SOUTHTECH SCHOOLS commencing January 1, 2021. MS. LOVETT shall be responsible only to the SOUTHTECH SCHOOLS' GOVERNING BOARDS and shall satisfactorily perform the duties of Executive Director as set forth in the job description for the Executive Director position (attached as ***Exhibit A***). She shall perform the Executive Director's duties faithfully, industriously and in a professional, ethical and competent manner.

B. MS. LOVETT shall have the authority and responsibility to direct and supervise the operation of SOUTHTECH SCHOOLS and to appoint, employ, evaluate and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of SOUTHTECH SCHOOLS, in accordance with SOUTHTECH SCHOOLS' GOVERNING BOARDS Personnel Policies and other SOUTHTECH SCHOOLS' GOVERNING BOARDS policies, as amended from time to time.

C. SOUTHTECH SCHOOLS business and management affairs obligate MS. LOVETT to routinely work or represent SOUTHTECH SCHOOLS beyond regular or customary business office hours or work days.

D. She shall devote all time necessary to providing services required to fulfill the expectations of the position, as set forth in Paragraph 1 A.

E. As a salaried exempt employee, MS. LOVETT is not entitled to overtime, compensatory time, or flex time.

F. MS. LOVETT shall not be employed by any other employer during the Term of this Agreement. The term "employed" as used in this section, shall not be construed to exclude, with prior SOUTHTECH SCHOOLS approval, occasional teaching, writing or consulting performed on MS. LOVETT's time off not in excess of an average of eight (8) hours per week outside of regular business hours in a non-conflicting capacity and in accordance with the provisions of Florida Statutes relating to ethics. MS. LOVETT understands and agrees that should a SOUTHTECH SCHOOL emergency or urgent event arise, SOUTHTECH SCHOOL work is MS. LOVETT's priority and she is required to attend to SOUTHTECH SCHOOL matters to the

disadvantage of her private business or related activities if necessary for the proper operation of SOUTHTECH SCHOOLS. MS. LOVETT shall devote her full time to act as the Executive Director of SOUTHTECH SCHOOLS and to carry out to the best of her abilities all the duties imposed upon her by the Job Description, SOUTHTECH SCHOOLS' Policies and Procedures, the direction of the Board, applicable laws, and such other duties as SOUTHTECH SCHOOLS may assign from time to time. During the Term of this Agreement, MS. LOVETT shall not hold office in any political party or political organization.

**2. CONTRACT COMMENCEMENT AND TERMINATION**

A. This contract shall commence on the 1<sup>st</sup> day of January, 2021 and continue until December 31, 2023. In addition, either party may terminate this contract with or without cause by providing the other party thirty (30) calendar days' written notice of said intent to terminate. If this contract is terminated, SOUTHTECH SCHOOLS obligation for payment for services rendered under this contract shall be terminated, and payment for salary and benefits provided for herein shall be paid through the date of termination. After the date of termination, SOUTHTECH SCHOOLS shall have no further obligations to MS. LOVETT under this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the SOUTHTECH SCHOOLS at any time, upon an affirmative vote of the majority of the Board of SOUTHTECH SCHOOLS, to terminate this Agreement and the services of MS. LOVETT. In such event, the provisions set forth in Section 4 of this Agreement shall apply.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of MS. LOVETT to resign at any time from her position with SOUTHTECH SCHOOLS, subject to the notice provisions set forth in Section 4 of this Agreement.

**3. SALARY AND PERFORMANCE REVIEW**

A. SOUTHTECH SCHOOLS agrees to pay MS. LOVETT, for services rendered, the annual Base Salary of One Hundred Forty Thousand Dollars and No/100 Dollars (\$140,000), in installments at the same time as other employees of SOUTHTECH SCHOOLS are paid. MS. LOVETT shall comply with SOUTHTECH SCHOOLS' personnel policies to the extent that they do not conflict with this Agreement.

B. A performance review, evaluation and discussion regarding salary shall be completed annually. Such review shall take place after the end of each school year. The evaluation form and process to be used shall be in such form as SOUTHTECH SCHOOLS deems appropriate.

C. Provided that MS. LOVETT receives a satisfactory performance evaluation, she shall receive the same percentage salary increase as SOUTHTECH SCHOOLS' Administrative Employees.

**4. TERMINATION OF EMPLOYMENT**

A. Without Cause. MS. LOVETT shall serve at the pleasure of the SOUTHTECH SCHOOLS, and SOUTHTECH SCHOOLS may terminate this Agreement and MS. LOVETT's Employment with SOUTHTECH SCHOOLS at any time, prior to or after its expiration for any reason or for no reason. MS. LOVETT'S employment relationship with SOUTHTECH SCHOOLS shall be deemed to be employment at will.



In the event MS. LOVETT is notified by SOUTHTECH SCHOOLS, prior to December 31, 2021, that her employment is to be terminated without cause by SOUTHTECH SCHOOLS, she shall be eligible to receive Severance Pay equal to the gross amount of twelve (12) weeks' Base Salary in effect at the time of termination, and such severance pay shall not include any benefits or perquisites as may be permitted by section 215.425, Florida Statutes (hereafter referred to as "Severance Pay").

In the event MS. LOVETT is notified by SOUTHTECH SCHOOLS, after December 31, 2021, that her employment is to be terminated without cause by SOUTHTECH SCHOOLS, she shall be eligible to receive Severance Pay equal to the gross amount of ten (10) weeks' Base Salary in effect at the time of termination, and such severance pay shall not include any benefits or perquisites as may be permitted by section 215.425, Florida Statutes (hereafter referred to as "Severance Pay").

Severance Pay shall be made payable within 30 calendar days of the Termination Date and only after receipt of the executed Separation Agreement and General Release by MS. LOVETT in favor of SOUTHTECH SCHOOLS in a lump sum payment, less applicable withholdings and other required deductions. The Separation Agreement and General Release is attached to this Agreement as ***Exhibit B***. In addition, SOUTHTECH SCHOOLS agrees to pay any accrued and unused vacation and sick leave, if any, pursuant to the SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement as of the effective date of termination.

B. Resignation. In the event MS. LOVETT intends to resign her position, then MS. LOVETT shall provide SOUTHTECH SCHOOLS with a minimum of thirty (30) days written notice in advance, unless the parties otherwise agree in writing. In the

event MS. LOVETT resigns, she will not receive any Severance Pay. SOUTHTECH SCHOOLS agrees to pay any accrued and unused vacation and sick leave, if any, pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement on the effective date of resignation.

C. With Cause. SOUTHTECH SCHOOLS may, in its sole discretion, terminate MS. LOVETT from her position and terminate this Agreement at any time With Cause by providing written notice to MS. LOVETT describing the actions claimed by SOUTHTECH SCHOOLS constituting such grounds and the termination date. "With Cause" is defined as termination based upon any of the following actions by the MS. LOVETT:

- i. Fraud;
- ii. Embezzlement;
- iii. Conviction or a plea of guilty or no contest to a misdemeanor or felony whether or not adjudication is withheld;
- iv. Violation of Florida's Code of Ethics;
- v. Violation of SOUTHTECH SCHOOLS' Drug-Free Workplace Policy;
- vi. Violation of SOUTHTECH SCHOOLS' policies against harassment, discrimination or its Equal Employment Opportunity Policy; or
- vii. Misconduct as defined in section 443.036(29), Florida Statutes, as amended from time to time.
- viii. In the event MS. LOVETT makes formal application for full time employment elsewhere while serving as SOUTHTECH SCHOOLS, she shall be required to provide written notice to SOUTHTECH

SCHOOLS simultaneously with such application; failure to do so shall be considered "with cause" under this Agreement.

- ix. Any material breach of this agreement by MS. LOVETT.
- x. Misfeasance, malfeasance and/or nonfeasance in the performance of her duties and responsibilities as Executive Director of SOUTHTECH SCHOOLS.
- xi. Neglect of duty; including the inability or unwillingness to properly discharge the responsibilities of office.
- xii. Violation of any written substantive SOUTHTECH SCHOOLS policy, rule or regulation, which would subject any other SOUTHTECH SCHOOLS employee to termination.
- xiii. The commission of any act which involves moral turpitude or which causes SOUTHTECH SCHOOLS disrepute.
- xiv. Failure to correct specific conduct or perform certain duties satisfactorily after being given written notice and reasonable time under the circumstances to take such action.

If MS. LOVETT is terminated With Cause, all compensation and benefits shall cease on the Termination Date or in accordance with applicable benefit plan provisions and MS. LOVETT shall not receive any Severance Pay. SOUTHTECH SCHOOLS agrees to pay any accrued and unused vacation and sick leave, if any, pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement as of the effective date of termination.

D. Death. In the event of MS. LOVETT's death, this Agreement shall

be terminated as of the date of death. In the event of MS. LOVETT's death, SOUTHTECH SCHOOLS shall pay MS. LOVETT's designated beneficiary any accrued and unused vacation and sick leave, if any, pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement as of the effective date of termination due MS. LOVETT (excluding Severance Pay) through the date of death pursuant to this Agreement said payment to be made within thirty (30) working days of the date of MS. LOVETT's death.

E. Disability. If MS. LOVETT becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid beyond any accrued vacation, sick leave, if any, or holiday time, SOUTHTECH SCHOOLS shall have the option to terminate this Agreement. In such event, MS. LOVETT shall be paid any accrued and unused vacation and sick leave pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations, and this Agreement as of the effective date of termination, but the MS. LOVETT shall not receive any severance pay.

## **5. BENEFITS**

MS. LOVETT shall receive all such benefits as are provided to other employees of SOUTHTECH SCHOOLS, subject to applicable State and Federal law.

A. Personal Leave Time. MS. LOVETT shall receive and accrue personal leave time in the same amount and in the same manner as other exempt employees of SOUTHTECH SCHOOLS based on the criteria set out in SOUTHTECH SCHOOLS Personnel Rules and be compensated for same upon separation to the same extent as

general employees of SOUTHTECH SCHOOLS based on the criteria set out in SOUTHTECH SCHOOLS' Personnel Rules and Regulations.

B. Holidays. MS. LOVETT shall be entitled to the same paid holidays as are provided to the other general employees of SOUTHTECH SCHOOLS.

C. Professional/Educational Participation. SOUTHTECH SCHOOLS agrees to pay reasonable and customary travel and subsistence expense for MS. LOVETT's attendance at, and travel to, at least one professional conference as approved in advance by SOUTHTECH SCHOOLS GOVERNING BOARD. SOUTHTECH SCHOOLS may choose to pay for MS. LOVETT's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by SOUTHTECH SCHOOLS' GOVERNING BOARD action. SOUTHTECH SCHOOLS also agrees to pay reasonable and appropriate professional dues and subscriptions on behalf of MS. LOVETT for the purpose of allowing her participation in direct job-related associations, subject to budget constraints and SOUTHTECH SCHOOLS' GOVERNING BOARDS approval.

D. Relocation Expenses. SOUTHTECH SCHOOLS shall pay MS. LOVETT Five Thousand (\$5,000.00) Dollars within thirty (30) days of the commencement of her employment, provided she notified SOUTHTECH SCHOOLS that she has relocated to Palm Beach County, Florida. MS. LOVETT is responsible for the payment of all taxes, if any, related to this payment.

## **6. AMENDMENTS**

This Agreement may only be amended by a written document signed by all parties.

**7. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida and venue of any litigation related to this Agreement shall be in Palm Beach County, Florida, exclusively.

**8. SEVERABILITY**

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**9. ATTORNEY'S FEES**

In the event that litigation is commenced to enforce any term or provision of this contract or alleging a breach of this contract, each party shall bear their own attorney's fees and costs through and including all trial and appellate proceedings.

**10. GENERAL PROVISIONS**

A. The text herein shall constitute the entire Agreement between the parties. Any previous agreements or commitments of the parties are merged into this document and shall be of no force and effect.

B. The Separation Agreement and General Release for the severance clauses referenced in this Agreement, is attached hereto as Exhibit B and incorporated herein. By entering into this Agreement, MS. LOVETT acknowledges that she has been advised to consult with personal legal counsel to review such General Release and has had adequate time to consider same.

C. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.

D. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more slightly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply to its fair meaning.

E. Post-Termination Name Clearing Meeting: MS. LOVETT may avail herself of SOUTHTECH SCHOOLS' Post Termination Name-Clearing process in accordance with SOUTHTECH SCHOOLS policy in effect at the time of termination, if any. MS. LOVETT must submit any request for such meeting in writing to the Chair of SOUTHTECH SCHOOLS within five (5) calendar days of the date of termination and such meeting will be scheduled to occur at a regular SOUTHTECH SCHOOLS' Board Meeting with the SOUTHTECH SCHOOLS' Board presiding at such meeting or, in lieu of attending, a meeting, MS. LOVETT or SOUTHTECH SCHOOLS may choose for MS. LOVETT to submit a written statement to be included in MS. LOVETT's personnel file. The meeting is not an appeal of the termination decision and the SOUTHTECH SCHOOLS' GOVERNING BOARD shall not consider reinstatement at the Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.

## 11. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

A. If to SOUTHTECH SCHOOLS, addressed to:

Board Chairperson  
SouthTech Charter Academy, Inc.  
6161 West Woolbright Road  
Boynton Beach, FL 33437  
robert@robertmkestenesq.com

With a copy to:

Jennifer Melillo  
Human Resources Manager  
6161 West Woolbright Road  
Boynton Beach, FL 33437  
Jennifer.melillo@pbcharterschools.org

B. If to MS. LOVETT, addressed to:

Ms. Carla Lovett  
4304 PineTree Lane  
Lynn Haven, FL 32444

Notice of any change of address shall be sent by email to the address noted above.

## 12. ENTIRE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this



Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

**SOUTHTECH CHARTER ACADEMY, INC.**

By: \_\_\_\_\_

**CARLA LOVETT**

By: \_\_\_\_\_

**SOUTHTECH PREPARATORY ACADEMY, INC.**

By: \_\_\_\_\_

# *Exhibit A*

# SOUTHTECH SCHOOLS

## EXECUTIVE DIRECTOR

**JOB DESCRIPTION:** The Executive Director reports to the Governing Board and is the Board's agent held responsible for the overall administration and supervision of the corporation. This responsibility includes serving as Executive Director/Chief Executive Officer, responsible for all facets of SouthTech Schools, including middle, secondary, post-secondary, on-campus, and off-campus programs, grants, or other business endeavors pursued by the Board.

**REQUIREMENTS:** M. S. Degree in Education, Business, or related field; minimum of 5 years' experience in administration in education, along with demonstrated knowledge of public charter school laws and policies

**DUTIES:** Provides administrative and supervisory oversight of the following functions relating to operation of the Academy:

1. Serves as the Board's agent, providing administrative and supervisory oversight of all business matters and compliance issues, in accordance with State and Federal Statutes, Department of Education Rules, Corporate By-Laws, and Governing Board Policy
2. Oversees Direct Report Employees—including the Human Resource Manager, the Financial Officer, the Business and Community Partnerships Liaison, the Federal Grants and Support Administrator, the Exceptional Student Education Director & IDEA Grant Manager, the High School Principal, the Middle School Principal, and the Director of Adult Education
3. Supervises Financial Operations, including budget, reporting, fiscal accountability, and compliance issues
4. Supervises Personnel Matters, Staff Recruitment, Development and Placement, Resolution of Labor Issues, Grievance, and Discipline
5. Supervises the Educational Process in the utilization of data-driven, decision-making strategies to drive instruction and instructional program development, evaluation, and revision, as well as the development and implementation of prescriptive remedial activities
6. Oversees student achievement and accountability mandates
7. Monitors student numbers and program enrollments to financially sustain the school plant operations
8. Oversees Marketing, Public Relations, and Government-related initiatives
9. Responsible for school related operations to include at a minimum student and employee services
10. Addresses legal issues
11. Works through contract negotiations
12. Ensures Charter Compliance for all schools—in accordance with the SDPBC and the FLDOE
13. Addresses School Operations Problems that cannot be resolved at the school level
14. Responsible for emergency and unforeseen event management and resolution
15. Develops marketable and practical Academy Programs and Courses
16. Delegates, monitors, and evaluates appropriate tasks of qualified staff members
17. Serves as the third and final step in all grievance due process matters prior to them being elevated to the Governing Board
18. Performs other duties as assigned by the Governing Board

**SALARY:** Commensurate with education and experience within salary formula parameters

# ***Exhibit B***

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby made and entered into by and between CARLA LOVETT ("Employee") and SOUTHTECH CHARTER ACADEMY, INC. and SOUTHTECH PREPARATORY ACADEMY, INC. (hereinafter referred to as "Employer"). In exchange for the mutual promises set forth below and intending to be legally bound, the Employer and the Employee agree to the following terms and conditions:

- A. Employee was employed as Executive Director for said Employer.
- B. Employee separated from employment effective \_\_\_\_\_. As such, the Employer shall have no obligation to employ Employee under any circumstances in the future and Employee waives any alleged right or entitlement to future employment and agrees any future application for employment shall not be considered by Employer.
- C. If Employee accepts the terms and conditions of this Agreement, Employee shall receive the gross amount of \$\_\_\_\_\_, as the Settlement Amount, which fully settles any and all claims of Employee. The payment of such Settlement Amount is more fully set forth in Paragraph G.
- D. It is agreed and understood that neither the offer or acceptance of this Agreement nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Employer or the Employee.
- E. Employee hereby releases and discharges the Employer (and all of its affiliates, successors, assigns, directors, officers, insurers, Commissioners, employees, attorneys, and agents) from and against any and all liability to Employee upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, arising out of or relating to Employee's employment, separation from employment, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this Agreement becomes effective upon expiration of the revocation period. Without limiting the generality hereof, this release covers claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this Agreement); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Family Medical Leave Act, Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a-6, and 2000e-17); the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the National Labor Relations Act; the Older Worker Benefit Protection Act; The Florida Civil Rights Act; any state or federal Whistleblower's Act; Public Employee Relations Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement Income Security Act; the Public Health Services Act; Sarbanes-Oxley; the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida Civil Rights Act; the Florida Equal Pay Act; the Patient Protection and Affordable Care Act; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; and any and all amendments to such acts); claims under Fla. Stat. 440.205; any and all claims raised or that could have been raised through the EEOC; any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorney's fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; and every other source of legal rights and obligations which may validly be waived or released, except rights created or preserved expressly in this Agreement. The Release contained herein is intended to be a **GENERAL RELEASE** of any and all claims to the fullest extent permissible by law. As used in this General Release, the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, damages, expenses, losses, and liabilities, of whatsoever kind or nature, in law, in equity or otherwise.
- F. The Employee makes the following representations to the Employer, each of which is necessary before the Employer will make payment of the Settlement Amount to the Employee under this Agreement:
  - (1) that the payments and other benefits which the Employer has agreed to provide, as stated herein, are payments and benefits to which she would not be entitled if it were not for this Agreement;

- (2) that no consideration, promises, agreements or representations have been made to encourage her to sign this Agreement, except those that are contained in this Agreement;
- (3) that she has read and understands each and every provision of this Agreement and any waiver pursuant to this Agreement is knowing and voluntary;
- (4) that she has been advised by the Employer that she has seven (7) days from the date she signs this Agreement to revoke her acceptance of this Agreement in writing by delivering such written revocation to \_\_\_\_\_, within the 7-day period;
- (5) that she has been advised by the Employer that she should consult an attorney of her own choosing before signing this Agreement [IF SHE HAS ATTORNEY - and that she has, in fact, consulted \_\_\_\_\_];
- (6) that she has had an adequate and reasonable period of time (up to twenty-one (21) days) to decide whether or not to sign this Agreement. Accordingly, failure to sign and deliver the Agreement to \_\_\_\_\_, on or before 5:00 p.m. on \_\_\_\_\_ (twenty-one (21) days after date provided to Employee), shall be deemed a rejection of the Agreement and she shall not be entitled to the benefits outlined herein to which she would not otherwise be entitled. Material or immaterial changes to this Agreement do not restart the running of the 21-day period. Employee may waive her right to consider the Agreement for the above-referenced time period and may voluntarily elect to execute and deliver the Agreement at any time prior \_\_\_\_\_.
- (7) that she has not assigned, transferred or purported to assign or transfer any claims released in this Agreement to any person, association or entity.
- (8) that she has accurately reported all hours worked and has been paid in full for all time worked in accordance with the law and is owed no wages, whether in the form of straight time, overtime, or liquidated damages.
- (9) that she has not suffered an occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled her to file a Workers' Compensation claim, whether temporary, permanent, partial or total.
- (10) that she was provided and received all paid and unpaid leaves of absence to which she was entitled.
- (11) that she assumes the risk for any mistake of fact now known or unknown and that she understands the significance of this Agreement.
- (12) that she has the mental capacity to enter into this Agreement.
- (13) that she has returned all Employer-issued property in her possession.
- (14) that she has submitted any and all expense reports or other expenditures believed to be reimbursable by Employer, including required receipts or other backup, prior to executing this Agreement.
- (15) that she will indemnify Employer and hold Employer harmless for all taxes, payroll or otherwise, including attorneys' fees and costs, and any interest and penalties for which Employer may be found liable as a consequence of having paid monies to Employee or her counsel pursuant to this Agreement. Employee understands that Employer will be sending her counsel appropriate tax forms related to this transaction and Employee agrees to be responsible, solely and exclusively, for payment of any and all taxes related to this transaction.
- (16) that she is not aware of any liens and/or pending legal claims applicable to the Settlement Amount and agrees to defend, indemnify and hold harmless Employer, its board members, agents, insurers, attorneys, or representatives, against any lien, claim or action asserted against the Settlement Amount and that she

will be solely responsible to satisfy any liens or pending legal claims asserted against the Employee, or Employer, its board members, agents, insurers, attorneys, or representatives, as against the Settlement Amount.

- G. In exchange for the general release and other promises and acknowledgments made by Employee in this Agreement, the Employer agrees to make payment to Employee the gross Settlement Amount equal to \_\_\_\_\_ (\$ \_\_\_\_\_). Such payment shall be made as outlined below within thirty (30) days of the expiration of the revocation period set forth in Paragraph F(4). Such payment shall be delivered to \_\_\_\_\_. Such payment shall be made, inclusive of attorney's fees and costs, as follows:
- (1) The gross amount of \$ \_\_\_\_\_ representing wages, less applicable withholding/taxes, payable to EMPLOYEE and reported on a W-2 Form; and
  - (2) The gross amount of \$ \_\_\_\_\_ representing liquidated damages payable to EMPLOYEE and reported on a 1099-MISC Form.
- H. Employer shall provide a neutral reference in response to inquiries to the Human Resources Director from prospective employers consisting of Employee's dates of employment and last position held.
- I. Employee and Employer agree (unless otherwise required by law) not to:
- (1) disclose to any third party any confidential information of the other party; or
  - (2) file any claims waived by this Agreement.
- J. This Agreement shall inure to the benefit of and be binding upon the Employer and Employee and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.
- K. This Agreement constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.
- L. Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.
- M. The Agreement shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County.
- N. The parties agree that this Agreement shall be construed as jointly prepared by the parties so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
- O. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.
- P. This Agreement may be executed in counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement, all of which taken together shall constitute one and the same Agreement. In the event an executed version of this Agreement is transmitted by facsimile or is scanned and emailed, the Agreement shall be effective and binding as if it were the originally executed document. However, Employee will deliver original documents to \_\_\_\_\_ as soon as possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

**EMPLOYEE:**

\_\_\_\_\_, Employee      Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by \_\_\_\_\_, who is personally known to me, or has produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Signature and Seal

My commission expires:

EMPLOYER \_\_\_\_\_:

\_\_\_\_\_, Title      Date



**Motion:**

I recommend that the Board approve the Executed Superintendent/Executive Director Employment Agreement with Carla Lovett.

**Summary Information:**

The SouthTech Schools Governing Boards completed a process to interview, evaluate, and hire a Superintendent/Executive Director for SouthTech Schools. This process resulted in the selection of Carla Lovett for the position. Ms. Lovett accepted the position and entered into contract negotiations. Glen Torcivia, P.A., Jennifer Melillo (Human Resource Director), and myself represented SouthTech Schools in those negotiations. I recommend that the Board approve the Executed Superintendent/Executive Director Employment Agreement, paving the way for Ms. Lovett to start at SouthTech Schools in January 2021.

Attachments: Executed Superintendent/Executive Director Employment Agreement

**Presented By:**

Robert Kesten, Board Chairman

**Financial Impact:**

There is no financial impact for this item as the position was included in the SY21 budget.

## **SUPERINTENDENT/EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of October, 2020, by and between SOUTHTECH CHARTER ACADEMY, INC. and SOUTHTECH PREPARATORY ACADEMY, INC. (hereinafter collectively referred to as "SOUTHTECH SCHOOLS"), and CARLA LOVETT (hereinafter referred to as "MS. LOVETT").

### **WITNESSETH:**

WHEREAS, SOUTHTECH SCHOOLS' GOVERNING BOARDS have completed a process to interview, evaluate, and hire a Superintendent/Executive Director for SOUTHTECH SCHOOLS. This hiring process resulted in the selection of MS. LOVETT as the Superintendent/Executive Director of SOUTHTECH SCHOOLS;

WHEREAS, MS. LOVETT desires to accept the position of Superintendent/Executive Director (hereinafter "Executive Director") of SOUTHTECH SCHOOLS; and

NOW, THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

#### **1. EMPLOYMENT AS EXECUTIVE DIRECTOR**

A. SOUTHTECH SCHOOLS' GOVERNING BOARDS agree to employ MS. LOVETT as Executive Director of SOUTHTECH SCHOOLS commencing January 1, 2021. MS. LOVETT shall be responsible only to the SOUTHTECH SCHOOLS' GOVERNING BOARDS and shall satisfactorily perform the duties of Executive Director as set forth in the job description for the Executive Director position (attached as ***Exhibit A***). She shall perform the Executive Director's duties faithfully, industriously and in a professional, ethical and competent manner.

B. MS. LOVETT shall have the authority and responsibility to direct and supervise the operation of SOUTHTECH SCHOOLS and to appoint, employ, evaluate and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of SOUTHTECH SCHOOLS, in accordance with SOUTHTECH SCHOOLS' GOVERNING BOARDS Personnel Policies and other SOUTHTECH SCHOOLS' GOVERNING BOARDS policies, as amended from time to time.

C. SOUTHTECH SCHOOLS business and management affairs obligate MS. LOVETT to routinely work or represent SOUTHTECH SCHOOLS beyond regular or customary business office hours or work days.

D. She shall devote all time necessary to providing services required to fulfill the expectations of the position, as set forth in Paragraph 1 A.

E. As a salaried exempt employee, MS. LOVETT is not entitled to overtime, compensatory time, or flex time.

F. MS. LOVETT shall not be employed by any other employer during the Term of this Agreement. The term "employed" as used in this section, shall not be construed to exclude, with prior SOUTHTECH SCHOOLS approval, occasional teaching, writing or consulting performed on MS. LOVETT's time off not in excess of an average of eight (8) hours per week outside of regular business hours in a non-conflicting capacity and in accordance with the provisions of Florida Statutes relating to ethics. MS. LOVETT understands and agrees that should a SOUTHTECH SCHOOL emergency or urgent event arise, SOUTHTECH SCHOOL work is MS. LOVETT's priority and she is required to attend to SOUTHTECH SCHOOL matters to the

disadvantage of her private business or related activities if necessary for the proper operation of SOUTHTECH SCHOOLS. MS. LOVETT shall devote her full time to act as the Executive Director of SOUTHTECH SCHOOLS and to carry out to the best of her abilities all the duties imposed upon her by the Job Description, SOUTHTECH SCHOOLS' Policies and Procedures, the direction of the Board, applicable laws, and such other duties as SOUTHTECH SCHOOLS may assign from time to time. During the Term of this Agreement, MS. LOVETT shall not hold office in any political party or political organization.

**2. CONTRACT COMMENCEMENT AND TERMINATION**

A. This contract shall commence on the 1<sup>st</sup> day of January, 2021 and continue until December 31, 2023. In addition, either party may terminate this contract with or without cause by providing the other party thirty (30) calendar days' written notice of said intent to terminate. If this contract is terminated, SOUTHTECH SCHOOLS obligation for payment for services rendered under this contract shall be terminated, and payment for salary and benefits provided for herein shall be paid through the date of termination. After the date of termination, SOUTHTECH SCHOOLS shall have no further obligations to MS. LOVETT under this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the SOUTHTECH SCHOOLS at any time, upon an affirmative vote of the majority of the Board of SOUTHTECH SCHOOLS, to terminate this Agreement and the services of MS. LOVETT. In such event, the provisions set forth in Section 4 of this Agreement shall apply.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of MS. LOVETT to resign at any time from her position with SOUTHTECH SCHOOLS, subject to the notice provisions set forth in Section 4 of this Agreement.

**3. SALARY AND PERFORMANCE REVIEW**

A. SOUTHTECH SCHOOLS agrees to pay MS. LOVETT, for services rendered, the annual Base Salary of One Hundred Forty Thousand Dollars and No/100 Dollars (\$140,000), in installments at the same time as other employees of SOUTHTECH SCHOOLS are paid. MS. LOVETT shall comply with SOUTHTECH SCHOOLS' personnel policies to the extent that they do not conflict with this Agreement.

B. A performance review, evaluation and discussion regarding salary shall be completed annually. Such review shall take place after the end of each school year. The evaluation form and process to be used shall be in such form as SOUTHTECH SCHOOLS deems appropriate.

C. Provided that MS. LOVETT receives a satisfactory performance evaluation, she shall receive the same percentage salary increase as SOUTHTECH SCHOOLS' Administrative Employees.

**4. TERMINATION OF EMPLOYMENT**

A. Without Cause. MS. LOVETT shall serve at the pleasure of the SOUTHTECH SCHOOLS, and SOUTHTECH SCHOOLS may terminate this Agreement and MS. LOVETT's Employment with SOUTHTECH SCHOOLS at any time, prior to or after its expiration for any reason or for no reason. MS. LOVETT'S employment relationship with SOUTHTECH SCHOOLS shall be deemed to be employment at will.

In the event MS. LOVETT is notified by SOUTHTECH SCHOOLS, prior to December 31, 2021, that her employment is to be terminated without cause by SOUTHTECH SCHOOLS, she shall be eligible to receive Severance Pay equal to the gross amount of twelve (12) weeks' Base Salary in effect at the time of termination, and such severance pay shall not include any benefits or perquisites as may be permitted by section 215.425, Florida Statutes (hereafter referred to as "Severance Pay").

In the event MS. LOVETT is notified by SOUTHTECH SCHOOLS, after December 31, 2021, that her employment is to be terminated without cause by SOUTHTECH SCHOOLS, she shall be eligible to receive Severance Pay equal to the gross amount of ten (10) weeks' Base Salary in effect at the time of termination, and such severance pay shall not include any benefits or perquisites as may be permitted by section 215.425, Florida Statutes (hereafter referred to as "Severance Pay").

Severance Pay shall be made payable within 30 calendar days of the Termination Date and only after receipt of the executed Separation Agreement and General Release by MS. LOVETT in favor of SOUTHTECH SCHOOLS in a lump sum payment, less applicable withholdings and other required deductions. The Separation Agreement and General Release is attached to this Agreement as ***Exhibit B***. In addition, SOUTHTECH SCHOOLS agrees to pay any accrued and unused vacation and sick leave, if any, pursuant to the SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement as of the effective date of termination.

B. Resignation. In the event MS. LOVETT intends to resign her position, then MS. LOVETT shall provide SOUTHTECH SCHOOLS with a minimum of thirty (30) days written notice in advance, unless the parties otherwise agree in writing. In the

event MS. LOVETT resigns, she will not receive any Severance Pay. SOUTHTECH SCHOOLS agrees to pay any accrued and unused vacation and sick leave, if any, pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement on the effective date of resignation.

C. With Cause. SOUTHTECH SCHOOLS may, in its sole discretion, terminate MS. LOVETT from her position and terminate this Agreement at any time With Cause by providing written notice to MS. LOVETT describing the actions claimed by SOUTHTECH SCHOOLS constituting such grounds and the termination date. "With Cause" is defined as termination based upon any of the following actions by the MS. LOVETT:

- i. Fraud;
- ii. Embezzlement;
- iii. Conviction or a plea of guilty or no contest to a misdemeanor or felony whether or not adjudication is withheld;
- iv. Violation of Florida's Code of Ethics;
- v. Violation of SOUTHTECH SCHOOLS' Drug-Free Workplace Policy;
- vi. Violation of SOUTHTECH SCHOOLS' policies against harassment, discrimination or its Equal Employment Opportunity Policy; or
- vii. Misconduct as defined in section 443.036(29), Florida Statutes, as amended from time to time.
- viii. In the event MS. LOVETT makes formal application for full time employment elsewhere while serving as SOUTHTECH SCHOOLS, she shall be required to provide written notice to SOUTHTECH

SCHOOLS simultaneously with such application; failure to do so shall be considered "with cause" under this Agreement.

- ix. Any material breach of this agreement by MS. LOVETT.
- x. Misfeasance, malfeasance and/or nonfeasance in the performance of her duties and responsibilities as Executive Director of SOUTHTECH SCHOOLS.
- xi. Neglect of duty; including the inability or unwillingness to properly discharge the responsibilities of office.
- xii. Violation of any written substantive SOUTHTECH SCHOOLS policy, rule or regulation, which would subject any other SOUTHTECH SCHOOLS employee to termination.
- xiii. The commission of any act which involves moral turpitude or which causes SOUTHTECH SCHOOLS disrepute.
- xiv. Failure to correct specific conduct or perform certain duties satisfactorily after being given written notice and reasonable time under the circumstances to take such action.

If MS. LOVETT is terminated With Cause, all compensation and benefits shall cease on the Termination Date or in accordance with applicable benefit plan provisions and MS. LOVETT shall not receive any Severance Pay. SOUTHTECH SCHOOLS agrees to pay any accrued and unused vacation and sick leave, if any, pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement as of the effective date of termination.

D. Death. In the event of MS. LOVETT's death, this Agreement shall



be terminated as of the date of death. In the event of MS. LOVETT's death, SOUTHTECH SCHOOLS shall pay MS. LOVETT's designated beneficiary any accrued and unused vacation and sick leave, if any, pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations and this Agreement as of the effective date of termination due MS. LOVETT (excluding Severance Pay) through the date of death pursuant to this Agreement said payment to be made within thirty (30) working days of the date of MS. LOVETT's death.

E. Disability. If MS. LOVETT becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid beyond any accrued vacation, sick leave, if any, or holiday time, SOUTHTECH SCHOOLS shall have the option to terminate this Agreement. In such event, MS. LOVETT shall be paid any accrued and unused vacation and sick leave pursuant to SOUTHTECH SCHOOLS' Personnel Rules and Regulations, and this Agreement as of the effective date of termination, but the MS. LOVETT shall not receive any severance pay.

## **5. BENEFITS**

MS. LOVETT shall receive all such benefits as are provided to other employees of SOUTHTECH SCHOOLS, subject to applicable State and Federal law.

A. Personal Leave Time. MS. LOVETT shall receive and accrue personal leave time in the same amount and in the same manner as other exempt employees of SOUTHTECH SCHOOLS based on the criteria set out in SOUTHTECH SCHOOLS Personnel Rules and be compensated for same upon separation to the same extent as

general employees of SOUTHTECH SCHOOLS based on the criteria set out in SOUTHTECH SCHOOLS' Personnel Rules and Regulations.

B. Holidays. MS. LOVETT shall be entitled to the same paid holidays as are provided to the other general employees of SOUTHTECH SCHOOLS.

C. Professional/Educational Participation. SOUTHTECH SCHOOLS agrees to pay reasonable and customary travel and subsistence expense for MS. LOVETT's attendance at, and travel to, at least one professional conference as approved in advance by SOUTHTECH SCHOOLS GOVERNING BOARD. SOUTHTECH SCHOOLS may choose to pay for MS. LOVETT's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by SOUTHTECH SCHOOLS' GOVERNING BOARD action. SOUTHTECH SCHOOLS also agrees to pay reasonable and appropriate professional dues and subscriptions on behalf of MS. LOVETT for the purpose of allowing her participation in direct job-related associations, subject to budget constraints and SOUTHTECH SCHOOLS' GOVERNING BOARDS approval.

D. Relocation Expenses. SOUTHTECH SCHOOLS shall pay MS. LOVETT Five Thousand (\$5,000.00) Dollars within thirty (30) days of the commencement of her employment, provided she notified SOUTHTECH SCHOOLS that she has relocated to Palm Beach County, Florida. MS. LOVETT is responsible for the payment of all taxes, if any, related to this payment.

## **6. AMENDMENTS**

This Agreement may only be amended by a written document signed by all parties.

**7. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida and venue of any litigation related to this Agreement shall be in Palm Beach County, Florida, exclusively.

**8. SEVERABILITY**

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**9. ATTORNEY'S FEES**

In the event that litigation is commenced to enforce any term or provision of this contract or alleging a breach of this contract, each party shall bear their own attorney's fees and costs through and including all trial and appellate proceedings.

**10. GENERAL PROVISIONS**

A. The text herein shall constitute the entire Agreement between the parties. Any previous agreements or commitments of the parties are merged into this document and shall be of no force and effect.

B. The Separation Agreement and General Release for the severance clauses referenced in this Agreement, is attached hereto as Exhibit B and incorporated herein. By entering into this Agreement, MS. LOVETT acknowledges that she has been advised to consult with personal legal counsel to review such General Release and has had adequate time to consider same.

C. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.

D. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more slightly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply to its fair meaning.

E. Post-Termination Name Clearing Meeting: MS. LOVETT may avail herself of SOUTHTECH SCHOOLS' Post Termination Name-Clearing process in accordance with SOUTHTECH SCHOOLS policy in effect at the time of termination, if any. MS. LOVETT must submit any request for such meeting in writing to the Chair of SOUTHTECH SCHOOLS within five (5) calendar days of the date of termination and such meeting will be scheduled to occur at a regular SOUTHTECH SCHOOLS' Board Meeting with the SOUTHTECH SCHOOLS' Board presiding at such meeting or, in lieu of attending, a meeting, MS. LOVETT or SOUTHTECH SCHOOLS may choose for MS. LOVETT to submit a written statement to be included in MS. LOVETT's personnel file. The meeting is not an appeal of the termination decision and the SOUTHTECH SCHOOLS' GOVERNING BOARD shall not consider reinstatement at the Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.

## 11. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

A. If to SOUTHTECH SCHOOLS, addressed to:

Board Chairperson  
SouthTech Charter Academy, Inc.  
6161 West Woolbright Road  
Boynton Beach, FL 33437  
robert@robertmkestenesq.com

With a copy to:

Jennifer Melillo  
Human Resources Manager  
6161 West Woolbright Road  
Boynton Beach, FL 33437  
Jennifer.melillo@pbcharterschools.org

B. If to MS. LOVETT, addressed to:

Ms. Carla Lovett  
4304 PineTree Lane  
Lynn Haven, FL 32444

Notice of any change of address shall be sent by email to the address noted above.

## 12. ENTIRE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this

Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

**SOUTHTECH CHARTER ACADEMY, INC.**

By: \_\_\_\_\_

**CARLA LOVETT**

By: Carla Lovett

**SOUTHTECH PREPARATORY ACADEMY, INC.**

By: \_\_\_\_\_

# *Exhibit A*

# SOUTHTECH SCHOOLS

## EXECUTIVE DIRECTOR

**JOB DESCRIPTION:** The Executive Director reports to the Governing Board and is the Board's agent held responsible for the overall administration and supervision of the corporation. This responsibility includes serving as Executive Director/Chief Executive Officer, responsible for all facets of SouthTech Schools, including middle, secondary, post-secondary, on-campus, and off-campus programs, grants, or other business endeavors pursued by the Board.

**REQUIREMENTS:** M. S. Degree in Education, Business, or related field; minimum of 5 years' experience in administration in education, along with demonstrated knowledge of public charter school laws and policies

**DUTIES:** Provides administrative and supervisory oversight of the following functions relating to operation of the Academy:

1. Serves as the Board's agent, providing administrative and supervisory oversight of all business matters and compliance issues, in accordance with State and Federal Statutes, Department of Education Rules, Corporate By-Laws, and Governing Board Policy
2. Oversees Direct Report Employees—including the Human Resource Manager, the Financial Officer, the Business and Community Partnerships Liaison, the Federal Grants and Support Administrator, the Exceptional Student Education Director & IDEA Grant Manager, the High School Principal, the Middle School Principal, and the Director of Adult Education
3. Supervises Financial Operations, including budget, reporting, fiscal accountability, and compliance issues
4. Supervises Personnel Matters, Staff Recruitment, Development and Placement, Resolution of Labor Issues, Grievance, and Discipline
5. Supervises the Educational Process in the utilization of data-driven, decision-making strategies to drive instruction and instructional program development, evaluation, and revision, as well as the development and implementation of prescriptive remedial activities
6. Oversees student achievement and accountability mandates
7. Monitors student numbers and program enrollments to financially sustain the school plant operations
8. Oversees Marketing, Public Relations, and Government-related initiatives
9. Responsible for school related operations to include at a minimum student and employee services
10. Addresses legal issues
11. Works through contract negotiations
12. Ensures Charter Compliance for all schools—in accordance with the SDPBC and the FLDOE
13. Addresses School Operations Problems that cannot be resolved at the school level
14. Responsible for emergency and unforeseen event management and resolution
15. Develops marketable and practical Academy Programs and Courses
16. Delegates, monitors, and evaluates appropriate tasks of qualified staff members
17. Serves as the third and final step in all grievance due process matters prior to them being elevated to the Governing Board
18. Performs other duties as assigned by the Governing Board

**SALARY:** Commensurate with education and experience within salary formula parameters



# ***Exhibit B***

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby made and entered into by and between CARLA LOVETT ("Employee") and SOUTHTECH CHARTER ACADEMY, INC. and SOUTHTECH PREPARATORY ACADEMY, INC. (hereinafter referred to as "Employer"). In exchange for the mutual promises set forth below and intending to be legally bound, the Employer and the Employee agree to the following terms and conditions:

- A. Employee was employed as Executive Director for said Employer.
- B. Employee separated from employment effective \_\_\_\_\_. As such, the Employer shall have no obligation to employ Employee under any circumstances in the future and Employee waives any alleged right or entitlement to future employment and agrees any future application for employment shall not be considered by Employer.
- C. If Employee accepts the terms and conditions of this Agreement, Employee shall receive the gross amount of \$\_\_\_\_\_, as the Settlement Amount, which fully settles any and all claims of Employee. The payment of such Settlement Amount is more fully set forth in Paragraph G.
- D. It is agreed and understood that neither the offer or acceptance of this Agreement nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Employer or the Employee.
- E. Employee hereby releases and discharges the Employer (and all of its affiliates, successors, assigns, directors, officers, insurers, Commissioners, employees, attorneys, and agents) from and against any and all liability to Employee upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, arising out of or relating to Employee's employment, separation from employment, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this Agreement becomes effective upon expiration of the revocation period. Without limiting the generality hereof, this release covers claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this Agreement); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Family Medical Leave Act, Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a-6, and 2000e-17); the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the National Labor Relations Act; the Older Worker Benefit Protection Act; The Florida Civil Rights Act; any state or federal Whistleblower's Act; Public Employee Relations Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement Income Security Act; the Public Health Services Act; Sarbanes-Oxley; the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida Civil Rights Act; the Florida Equal Pay Act; the Patient Protection and Affordable Care Act; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; and any and all amendments to such acts); claims under Fla. Stat. 440.205; any and all claims raised or that could have been raised through the EEOC; any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorney's fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; and every other source of legal rights and obligations which may validly be waived or released, except rights created or preserved expressly in this Agreement. The Release contained herein is intended to be a **GENERAL RELEASE** of any and all claims to the fullest extent permissible by law. As used in this General Release, the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, damages, expenses, losses, and liabilities, of whatsoever kind or nature, in law, in equity or otherwise.
- F. The Employee makes the following representations to the Employer, each of which is necessary before the Employer will make payment of the Settlement Amount to the Employee under this Agreement:
  - (1) that the payments and other benefits which the Employer has agreed to provide, as stated herein, are payments and benefits to which she would not be entitled if it were not for this Agreement;

- (2) that no consideration, promises, agreements or representations have been made to encourage her to sign this Agreement, except those that are contained in this Agreement;
- (3) that she has read and understands each and every provision of this Agreement and any waiver pursuant to this Agreement is knowing and voluntary;
- (4) that she has been advised by the Employer that she has seven (7) days from the date she signs this Agreement to revoke her acceptance of this Agreement in writing by delivering such written revocation to \_\_\_\_\_, within the 7-day period;
- (5) that she has been advised by the Employer that she should consult an attorney of her own choosing before signing this Agreement [IF SHE HAS ATTORNEY - and that she has, in fact, consulted \_\_\_\_\_];
- (6) that she has had an adequate and reasonable period of time (up to twenty-one (21) days) to decide whether or not to sign this Agreement. Accordingly, failure to sign and deliver the Agreement to \_\_\_\_\_, on or before 5:00 p.m. on \_\_\_\_\_ (twenty-one (21) days after date provided to Employee), shall be deemed a rejection of the Agreement and she shall not be entitled to the benefits outlined herein to which she would not otherwise be entitled. Material or immaterial changes to this Agreement do not restart the running of the 21-day period. Employee may waive her right to consider the Agreement for the above-referenced time period and may voluntarily elect to execute and deliver the Agreement at any time prior \_\_\_\_\_.
- (7) that she has not assigned, transferred or purported to assign or transfer any claims released in this Agreement to any person, association or entity.
- (8) that she has accurately reported all hours worked and has been paid in full for all time worked in accordance with the law and is owed no wages, whether in the form of straight time, overtime, or liquidated damages.
- (9) that she has not suffered an occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled her to file a Workers' Compensation claim, whether temporary, permanent, partial or total.
- (10) that she was provided and received all paid and unpaid leaves of absence to which she was entitled.
- (11) that she assumes the risk for any mistake of fact now known or unknown and that she understands the significance of this Agreement.
- (12) that she has the mental capacity to enter into this Agreement.
- (13) that she has returned all Employer-issued property in her possession.
- (14) that she has submitted any and all expense reports or other expenditures believed to be reimbursable by Employer, including required receipts or other backup, prior to executing this Agreement.
- (15) that she will indemnify Employer and hold Employer harmless for all taxes, payroll or otherwise, including attorneys' fees and costs, and any interest and penalties for which Employer may be found liable as a consequence of having paid monies to Employee or her counsel pursuant to this Agreement. Employee understands that Employer will be sending her counsel appropriate tax forms related to this transaction and Employee agrees to be responsible, solely and exclusively, for payment of any and all taxes related to this transaction.
- (16) that she is not aware of any liens and/or pending legal claims applicable to the Settlement Amount and agrees to defend, indemnify and hold harmless Employer, its board members, agents, insurers, attorneys, or representatives, against any lien, claim or action asserted against the Settlement Amount and that she

will be solely responsible to satisfy any liens or pending legal claims asserted against the Employee, or Employer, its board members, agents, insurers, attorneys, or representatives, as against the Settlement Amount.

- G. In exchange for the general release and other promises and acknowledgments made by Employee in this Agreement, the Employer agrees to make payment to Employee the gross Settlement Amount equal to \_\_\_\_\_ (\$ \_\_\_\_\_). Such payment shall be made as outlined below within thirty (30) days of the expiration of the revocation period set forth in Paragraph F(4). Such payment shall be delivered to \_\_\_\_\_. Such payment shall be made, inclusive of attorney's fees and costs, as follows:
- (1) The gross amount of \$ \_\_\_\_\_ representing wages, less applicable withholding/taxes, payable to EMPLOYEE and reported on a W-2 Form; and
  - (2) The gross amount of \$ \_\_\_\_\_ representing liquidated damages payable to EMPLOYEE and reported on a 1099-MISC Form.
- H. Employer shall provide a neutral reference in response to inquiries to the Human Resources Director from prospective employers consisting of Employee's dates of employment and last position held.
- I. Employee and Employer agree (unless otherwise required by law) not to:
- (1) disclose to any third party any confidential information of the other party; or
  - (2) file any claims waived by this Agreement.
- J. This Agreement shall inure to the benefit of and be binding upon the Employer and Employee and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.
- K. This Agreement constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.
- L. Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.
- M. The Agreement shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County.
- N. The parties agree that this Agreement shall be construed as jointly prepared by the parties so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
- O. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.
- P. This Agreement may be executed in counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement, all of which taken together shall constitute one and the same Agreement. In the event an executed version of this Agreement is transmitted by facsimile or is scanned and emailed, the Agreement shall be effective and binding as if it were the originally executed document. However, Employee will deliver original documents to \_\_\_\_\_ as soon as possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

**EMPLOYEE:**

\_\_\_\_\_, Employee      Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by \_\_\_\_\_, who is personally known to me, or has produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public  
Signature and Seal

My commission expires:

EMPLOYER \_\_\_\_\_:

\_\_\_\_\_, Title      Date