

STA/STPA  
GOVERNING BOARD/SAC  
MEMBER PACKET  
REGULAR  
MEETING/CAREER  
ACADEMIES WORKSHOP  
August 12, 2021

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

Carla Lovett, Executive Director  
Eileen Turenne, STA High School Principal  
Nicole Handy, STPA Middle School Principal

**SOUTHTECH CHARTER ACADEMY, INC.  
SOUTHTECH PREPARATORY ACADEMY, INC.  
STA/STPA Governing Board Regular Meeting Agenda/  
Career Academy Workshop  
August 12, 2021**

---

**1. Opening of Meeting**

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call**

Roger Dunson, Ayesha Edmond, Russell Feldman, Christina Grenga, Dan Heller, Diane Heinz, Robert Kesten, Suzanne Nicolini, and James Notter

- d. Open Meeting Act Statement**

**2. Approval of the Minutes**

- a. STA/STPA/STSC Governing Board Regular Meeting Minutes June 10, 2021**

**3. Reports**

- a. Treasurer's/Financial Report – Dan Heller**
- b. Executive Director – Carla Lovett**
- c. Career Academy Workshop – Joshua Wigelsworth**
- d. Committees/Special Reports**

**4. Public Comments on Agenda Items**

**5. SouthTech Academy Consent Agenda**

- a. Introduction of Consent Agenda for SOUTHTECH ACADEMY:  
Administrative Items**

**A-1** I recommend that the Board approve the Employee Handbook for SouthTech Schools 2021-2022.

**Financial Items**

**F-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending May 31, 2021 and June 30, 2021 as required by the Sponsor.

**F-2** I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for month ending May 31, 2021 and June 30, 2021.

**F-3** I recommend that the Board approve the consulting agreement with The Stepping Stones Group LLC for Speech-Language Pathology and other services offered as needed.

**F-4** I recommend that the Board ratify the Vendor Advertisement Agreement between SouthTech Academy and Ed Morse Automotive Group.

**F-5** I recommend that the Board approve the agreement with All Metro Health Care for the school nurse for the 2021-2022 School Year.

**F-6** I recommend that the Board approve the amended STA Operating Budget for SY21.

- b. Poll Board for Items to be Pulled for Comment or Questions**
- c. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**
- d. Approval of Each Pulled Item**

**6. SouthTech Preparatory Academy Consent Agenda**

**a. Introduction of Consent Agenda for SOUTHTECH PREPARATORY ACADEMY:  
Administrative Items**

**PA-1** I recommend that the Board approve the Employee Handbook for SouthTech Schools 2021-2022.

**Financial Items**

**PF-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending May 31, 2021 and June 30, 2021 as required by the Sponsor.

**PF-2** I recommend that the Board approve the consulting agreement with The Stepping Stones Group LLC for Speech-Language Pathology and other services offered as needed.

**PF-3** I recommend that the Board approve the amended STPA Operating Budget for SY21.

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

**c. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**

**d. Approval of Each Pulled Item**

**7. Public Comments on non-Agenda Items**

**8. Board Comments**

**9. Motion to Adjourn**

**SOUTHTECH CHARTER ACADEMY, INC.  
SOUTHTECH PREPARATORY ACADEMY, INC.  
STA/STPA Governing Board Regular Meeting Minutes  
June 10, 2021**

---

**1. Opening of Meeting**

- a. Call to Order – 5:57 PM**
- b. Pledge of Allegiance**
- c. Roll Call**

Present: Roger Dunson, Ayesha Edmond, Russell Feldman, Dan Heller, Diane Heinz,  
Robert Kesten, Suzanne Nicolini, and James Notter

Absent: Christina Grenga

**Quorum confirmed.**

- d. Open Meeting Act Statement**

**2. Approval of the Minutes for the STA/STPA/STSC Governing Board Regular Meeting May 13, 2021**

**Motion:** Dan Heller

**Second:** James Notter

All in favor. **Motion passes.**

**3. Reports**

- a. Treasurer's/Financial Report – Dan Heller**

The Finance Committee met earlier this evening and recommends for Board approval Items C-1 through C-5 and PC-1 through PC-4.

- b. Executive Director – Carla Lovett**

- Legal Update on the Tax Referendum
- Strategic Plan Development
- Graduation Reminders
- Financial Impact of Agenda Items
- Last Day of School – Friday, June 18<sup>th</sup>
- School closed – June 28<sup>th</sup> – July 19<sup>th</sup>
- Changes to Board Meetings beginning in August
- September Board Meeting Date
  - **Motion:** Suzanne Nicolini
  - **Move the Annual and Regular Board Meeting for next school year from Thursday, September 9, 2021 to Tuesday, September 14, 2021.**
  - **Second:** Diane Heinz.
  - All in favor. **Motion passes.**

- c. SouthTech Academy Principal – Eileen Turenne**

- Recruitment & Enrollment Information – Acceptances
- Academy Excitement
  - Industry Certifications
    - Class of 2021 = 220 @ 96%
    - STA Total = 853 and counting
  - Music & Sound Production Concert at the Tin Roof in Delray Beach
  - Sister Cities Young Artists Contest
    - Awards by Mayor Steven Grant
  - Senior Bulldog Bash this evening

- STA Class of 2021 Graduation – Wednesday, June 16<sup>th</sup> 8:00 PM at the South Florida Fairgrounds

**d. SouthTech Preparatory Academy Principal – Nicole Handy**

- Testing
  - FSA Writing Assessment – 96% completed
  - FSA ELA Assessment - 96% completed
  - FSA Math (incl. Algebra 1 and Geometry) – 96% completed
  - 7<sup>th</sup> Civics – 97% completed
  - 8<sup>th</sup> Science – 95% completed
- Industry Certifications to date: 47/48 passed = 98%
- Projected Enrollment
  - Registered = 515
- Events
  - Rock and Roll Fest – June 11<sup>th</sup> at STPA 1:30pm
  - 8<sup>th</sup> Grade Promotion STA Gymnasium – June 17<sup>th</sup> at 6pm
  - Field Days – June 17th and 18th (9:30am – 11:30am)

**e. Committees/Special Reports – None.**

**4. Public Comments on Agenda Items – None.**

**5. SouthTech Academy Consent Agenda**

**a. Introduction of Consent Agenda for SOUTHTECH ACADEMY:**

**Old Business**

**None.**

**Administrative Items**

**A-1** I recommend that the Board approve the revised SouthTech Schools Organizational Chart effective July 1, 2021.

**A-2** I recommend that the Board approve the donations for the period from May 1, 2021 through May 31, 2021.

**Personnel Items**

**B-1** I recommend that the Board approve the Personnel Actions for the previous month.

**B-2** I recommend that the Board approve the Job Description for Director of Career Academies.

**Financial Items**

**C-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending April 30, 2021 as required by the Sponsor.

**C-2** I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for month ending April 30, 2021.

**C-3** I recommend that the Board approve the Workers' Compensation Insurance for SY22 with Technology Insurance Co Inc.

**C-4** I recommend that the Board approve the Proposal of Insurance Coverage for Property/Liability Insurance at SouthTech Academy for SY22.

**C-5** I recommend that the Board approve the Proposal of Insurance Coverage for Property/Liability Insurance at SouthTech Schools Holdings, LLC for SY22.

**Emergency Items**

**None.**

- b. **Poll Board for Items to be Pulled for Comment or Questions**
  - o **Item C-3 pulled by Ayesha Edmond**
- c. **Approval of SouthTech Academy Consent Agenda Except for Items Pulled**

**Motion:** Dan Heller  
**Second:** Russell Feldman  
All in favor. **Motion passes.**
- d. **Approval of Each Pulled Item**
  - o **Item C-3**
    - 1. **Motion:** Russell Feldman
    - 2. **Second:** Diane Heinz
    - 3. **Discussion:** Ayesha Edmond pulled the Item for clerical issues. Her name was misspelled. Staff members assured Ms. Edmond that it would be corrected.
    - 4. **Vote:** All in favor. **Motion passes.**

**6. SouthTech Preparatory Academy Consent Agenda**

- a. **Introduction of Consent Agenda for SOUTHTECH PREPARATORY ACADEMY: Old Business**

**None.**

**Administrative Items**

**PA-1** I recommend that the Board approve the revised SouthTech Schools Organizational Chart effective July 1, 2021.

**Personnel Items**

**PB-1** I recommend that the Board approve the Personnel Actions for the previous month.

**PB-2** I recommend that the Board approve the Job Description for Director of Career Academies.

**Financial Items**

**PC-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending April 30, 2021 as required by the Sponsor.

**PC-2** I recommend that the Board approve the agreement between SouthTech Preparatory Academy, Inc. and the Boynton Beach Police Department for off duty Police Officer Special Detail for SY2021-2022.

**PC-3** I recommend that the Board approve the Workers' Compensation Insurance for SY22 with Technology Insurance Co Inc.

**PC-4** I recommend that the Board approve the Proposal of Insurance Coverage for Property/Liability Insurance at SouthTech Preparatory Academy for SY22.

**Emergency Items**

**None.**

- b. **Poll Board for Items to be Pulled for Comment or Questions**
  - o **Item PC-2 pulled by Suzanne Nicolini**
- c. **Approval of SouthTech Academy Consent Agenda Except for Items Pulled**

**Motion:** James Notter  
**Second:** Roger Dunson  
All in favor. **Motion passes.**
- d. **Approval of Each Pulled Item**
  - o **Item PC-2**
    - 1. **Motion:** Suzanne Nicolini
    - 2. **Second:** James Notter

3. **Discussion:** Suzanne Nicolini had questions about how much the contract equates to per hour and why the officer is only scheduled to be on-campus for three hours. It was explained to her that the contract is for \$50/hour with a minimum of three hours on-campus. The hours vary based on the number of hours students are on-campus. The officer will only remain on-campus while students are there.
4. **Vote:** All in favor. **Motion passes.**

**7. Public Comments on non-Agenda Items – None.**

**8. Board Comments**

- a. Diane Heinz complimented the Cosmetology Academy instructors and STA staff on their work on the “Beauty Behind the Mask” hair and fashion show and remarked how confident and goal oriented the students are.
- b. Suzanne Nicolini thanked Carla Lovett for everything she has done for SouthTech Schools this year.

**9. Motion to Adjourn – 6:34 PM**

Minutes Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_ Dated \_\_\_\_\_  
Lisa DeVine Robert Kesten

**Motion:**

I recommend that the Board approve the Employee Handbook for SouthTech Schools 2021-2022.

**Summary Information:**

The Employee Handbook for SouthTech Schools provides information to all staff members regarding working conditions, employee benefits, and some of the policies affecting their employment. It also describes many of the responsibilities of the employees and outlines the programs developed by STS to benefit employees.

Attachments: Employee Handbook for SouthTech Schools 2021-2022

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is no financial impact for this item.



# Employee Handbook

For

## SouthTech Schools

### 2021-2022



## WELCOME TO SOUTHTECH SCHOOLS

You are now a key member of a **GREAT** team—the SouthTech Schools (STS) Team! As a team member, you will play an important role in helping us meet our objectives:

- **To serve as a reliable source of high-quality education for our students**
- **To provide a career-inspiring, safe, and secure work environment for all SouthTech Schools employees.**

Our greatest asset is our people – people like you. We will continue to strive to make SouthTech Schools the kind of place that other area schools look up to. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome.

### FOREWORD

This handbook is designed to acquaint you with STS and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by STS to benefit employees.

This handbook is **not an employment contract**; it is intended as a guide to help answer questions you may have in your daily working circumstances or questions about policy. As circumstances change, the need may arise, and STS reserves the right to, revise, supplement, or rescind any policies or portions of the handbook from time to time as it deems appropriate. You will be notified of these changes to the handbook as they occur.

### THE SOUTHTECH SCHOOLS TEAM PHILOSOPHY

SouthTech Schools provides a unique environment which emphasizes student achievement through the use of innovative but proven educational methods. We prepare students to successfully compete in an increasingly competitive post-secondary environment and the global job market and to be productive and successful members of society after their school years.

The SouthTech Schools educational philosophy includes a strong belief in and expectation for knowing and respecting students as individuals and designing curricular models that meet

individual student needs. STS also believes in the necessity of establishing a welcoming, caring, and safe environment for students and their families. Our success as an organization is founded on the skills and efforts of our employees. At STS, we realize that each employee is an intelligent, cooperative, and productive person. Each one of you is in a position to deal directly with administration on a personal and open basis regarding any matter.

It is important that we work together, with mutual respect, to maintain an efficient, safe, and productive work environment. Our commitment is to provide you with the opportunity to work in a satisfying and dignified environment and to be given fair treatment at all times.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The basic employment policy of STS is as follows:

- All applicants for employment will be considered without regard to race, religion, national origin, age, gender, sexual preference, sexual orientation, physical or mental disability, or status as a disabled veteran or veteran of the Vietnam era.
- There shall be no discrimination with regard to race, religion, national origin, age, gender, sexual preference, sexual orientation, physical or mental disability, or status as a disabled veteran or veteran of the Vietnam era in all matters concerning all employees of the Organization. Such matters include, but are not limited to, hiring, promotions, demotions, transfers, layoff or termination, compensation, use of facilities, and selection for training or related programs.
- It is STS's policy to maintain a discrimination-free work environment for all employees. A good working environment includes freedom from harassment based on race, religion, national origin, age, gender, sexual preference, sexual orientation, physical or mental disability, status as a disabled veteran or veteran of the Vietnam era, as well as freedom from unwelcome sexual advances.

Our employment practices will conform with both the spirit and the letter of federal, state, and local laws regarding nondiscrimination in employment. It is the obligation of every employee of the organization to adhere to this policy.

## **HARASSMENT**

STS is committed to providing a work environment that is free of discrimination and harassment, particularly discrimination and/or harassment involving an employee's race, religion, national origin, age, gender, disability, sexual preference or orientation.

Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. Harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

An employee who is aware of an incident of harassment should promptly report the matter to Administration. Employees can raise concerns and make reports without fear of reprisal. Anyone engaging in harassment will be subject to disciplinary action, up to and including termination of employment.

## **DRUG FREE WORKPLACE COMPLIANCE**

To comply with the federal Drug Free Workplace Act, and to promote workplace safety and productivity, STS will require all employees, temporary employees, and subcontractors to report to work without any alcohol or illegal mind-altering substances (drugs) in their systems. This

requirement also applies to activities outside of the regular school day, including evening activities and field trips.

Restrictions on tobacco use are necessary for the health and safety of all our employees and students, the cleanliness of our property, and the fire safety of our building. No tobacco use is permitted on the school grounds.

### **ACCESS TO PERSONNEL FILES**

STS maintains a personnel (employment) file on each employee. The personnel file includes such information as the employee's job application, references, résumé, records of training, documentation of performance appraisals, salary increases, letters of commendation, documentation of disciplinary action, employee comments, and other employment records.

Personnel records are the confidential property of STS and access to the information they contain is restricted. Generally, only individuals who have a legitimate reason to review information in a file can do so. Correction or alteration of any information in personnel files must be done only through written request.

Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review their own personnel files in STS's offices during regular business hours and in the presence of an individual appointed by STS to maintain files.

### **ANNUAL EVALUATION**

Each staff member will participate in an annual evaluation, conducted by administration. This evaluation process is intended to provide an opportunity for reflection and discussion on areas of strength and areas for improvement. Goals for the year will also be discussed.

### **APPROPRIATE COMMUNICATIONS, BEHAVIORS AND RELATIONSHIPS**

All employees should communicate carefully and effectively with students, colleagues, parents, school management and others in the school community in a manner that is professional and supportive, and based on integrity, trust and respect.

All Employees should ensure that they do not knowingly access, download, or otherwise have in their possession while engaged in school activities, inappropriate materials/images in electronic or other format.

All Employees must ensure that, at all times, relationships with colleagues and students are professional and in keeping with the codes of conduct (see *Code of Ethics of the Education Profession in Florida* and the *Principles of Professional Conduct for the Education Profession in Florida*.)

At no time, should any employee be on the school campus while under the influence of any substance that impairs their fitness to teach or otherwise work.

### **ATTENDANCE AND PUNCTUALITY**

Regular and prompt attendance is your individual responsibility and is essential to the efficiency and success of our organization. Absenteeism and/or tardiness disrupts work schedules and tends to place a burden on your co-workers who may have to assume your assignments. There may be times, of course, when illness or other bona fide reasons make it impossible for you to report to work.

While it is important that absenteeism and tardiness be kept to a minimum, it is equally important and your responsibility to provide the reason for your absence or tardiness and when you expect to return to work. This information is to be discussed at the time of your request and is essential for determining approval or disapproval.

If you must arrive at work late or leave early, it is mandatory that you receive approval from Administration.

### **CLASS MOVEMENT**

Teachers must supervise their classroom and hallways. Teachers are expected to assist administration in monitoring all areas of the school during class breaks, including the bathrooms and common areas.

### **COMMUNICATIONS**

Open communication is essential to harmonious employee relations. The most effective communication occurs on a day-to-day basis among all members of the team.

Staff members will have messages sent by email for telephone calls during the student day unless it is an emergency. Individual mailboxes will be assigned to every employee and it is important to check boxes at least once daily.

Email must be checked on a daily basis on regular work days and replies sent within 24 hours.

### **DAILY ATTENDANCE**

Each teacher is responsible for maintaining daily attendance. Attendance will need to be entered electronically. Patterns of non-attendance need to be discussed with parents and guidance.

### **DRESS CODE**

A higher standard of dress often encourages greater respect for yourself and others and results in a higher standard of behavior. All faculty and staff are expected to and are required to dress in a professional manner. All attire should be modest and appropriate. If there are any questions regarding attire, you should speak to your Principal. All determinations of appropriate and professional attire are the decision of the Principal.

### **EMPLOYMENT RELATIONSHIP**

Employment with STS (SouthTech Schools, Inc.) is on an at-will basis. While employees are provided with an annual employment agreement, please note that you enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, STS (SouthTech Schools) is free to conclude its relationship with any employee at any time for any reason or no reason. SouthTech Schools operates as an at-will employer.

Annual employment agreements will outline the number of work days and the daily working hours for each employee. The annual employment agreement will also outline the compensation the employee will earn if all work days, not including PTO, are completed during the annual period. If an employee is dismissed or resigns during the term of the annual employment agreement, final pay checks will be prorated based on the number of days an employee completed of the annual employment agreement.

Although all full-time employees are eligible for insurance on the first of the month following 30 days of employment, STS schools require an employee to complete a 90-day introductory period of employment. This notice informs you that your performance will be carefully monitored during this initial period of employment, and your employment status will be considered temporary until this 90-day introductory period has expired. If your performance meets STS requirements, the organization will then, at its own discretion, consider changing your employment status to regular full time. If your performance does not satisfy STS management during this period, it may be deemed grounds for dismissal regardless of any or all previous employment agreements. NOTE: Successful completion of the 90-day introductory period does not change the at-will employment status. Either the employee or the organization has the right to terminate employment at any time, with or without cause.

### **FIELD TRIPS**

Field trips should be approved by administration in advance of detailed planning. It is the teacher's responsibility to know and follow field trip guidelines.

### **FLORIDA RETIREMENT SYSTEM (FRS)**

SouthTech Schools is a member of the Florida Retirement System (FRS) and as such all **eligible** employees will be automatically added as per state regulations to the FRS system as members; you may not opt out. You will be required to complete some documentation initially and annually for the membership upkeep.

SouthTech Schools will follow all rules and regulations pursuant to the retirement processing including deducting the state mandated portion of retirement from your payroll each pay day as well as contributing the state mandated portion for employers each payday to be processed and paid in on a monthly basis, also state required.

Please note that the employee deduction and employer contribution is state controlled and can change annually. STS will have no authority to make any changes other than what the state requires.

This decision to enroll in FRS for your future retirement is a great benefit to you and your family and was made with our employees' wellbeing and futures in mind.

### **FUNDRAISING**

All fundraising activities for clubs or extra-curricular activities must be pre-approved by the Administration. Teachers or other staff responsible for fundraising activities should turn in all monies collected to the office on a daily basis after it has been counted, confirmed and logged on the club ledger/spreadsheet. Monies should never be left unsecured in a classroom or desk overnight.

### **GROUP INSURANCE PLAN**

STS provides benefits to its employees so that you and your family can enjoy a better way of life. All employees who work 30 hours or more per week are considered full time and are eligible for insurance. All full-time employees will be eligible for group insurance benefits the first of the month following the completion of 30 days of employment. Please review details regarding insurance benefits carefully. Booklets containing specific information on insurance benefits will be provided and updated as benefits change. It is STS's policy for employees to pay their portion of insurance premiums a month in advance.

### **KEY ASSIGNMENTS**

Employees are responsible for maintaining the security of the keys they are assigned.

### **Key Control**

Not following key policy can be grounds for dismissal.

- At no time will employees attach or wear school keys on a lanyard with SouthTech Schools identified.
- Keys will never be left unguarded.
- Unauthorized duplication of any key may be cause for dismissal
- Upon separation, all keys will be returned to Administration before leaving the premises.
- Immediate reporting of lost or stolen keys is mandatory. If a key is lost or stolen, its lock should immediately be replaced or re-keyed. Employees may be responsible for replacement costs.

## **NOTICE OF INJURY**

All accidents require a completed accident report, which will be reported to Human Resources.

## **OPEN HOUSE ATTENDANCE**

All staff will be required to attend orientations, open house or other assigned school events. Approximately seven (7) events per school year are planned and scheduled for two (2) hours during the evening hours.

## **PAID TIME OFF**

Paid Time Off (PTO) leave is earned as follows:

**PTO** is earned at the rate of one day per month. SouthTech Schools employees shall be credited with four (4) days of leave as of the last day of the 1<sup>st</sup> month of regular employment of each school year, and shall thereafter earn one (1) day of leave at the end of each calendar month provided that the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn no more than one (1) day of leave times the number of months of employment during the year of employment. PTO may be used in full day and half day increments only.

No more than (5) PTO days can be taken concurrently and ALL requests for Paid Time Off (except emergency and illness) must be approved in advance. If PTO is to be used as a personal day (as opposed to emergency or illness), employees are required to submit a leave request as early as possible. The Principal may deny any PTO requests if too many employees are scheduled to be off on one day in order to maintain the best instructional environment for students. In this instance, PTO will be approved on a first come first serve basis. All employees must notify their supervisor as soon as possible if they plan to use a PTO day due to emergency or illness. Maternity leave or emergency/illness leave is excluded from the 5 day PTO limit.

Scheduled absences must be approved/authorized by the Principal.

Any unauthorized absences over 3 (three) days require a written doctor's note.

## **Black out days for leave**

No leave will be given during the following dates unless prior approval is given by the Principal:

- The first two weeks of school opening;
- The last two weeks of school closing;
- Designated weeks of state assessment;
- Additional days concurrent to already scheduled Holidays.

### **Maternity/Extended leave**

SouthTech Schools, Inc. complies with the Family and Medical Leave Act (FMLA). This provides certain employees with up to 12 weeks of unpaid, job-protected leave per year (based on revolving 12-month period from the beginning of the first FMLA leave date). It also requires that group health benefits be maintained during the leave. FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women. FMLA applies to all public agencies, all public and private elementary and secondary schools, and companies with 50 or more employees. These employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons: for the birth and care of the newborn child of an employee; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition. Employees are eligible for leave if they have worked for their employer at least 12 months and at least 1,250 hours over the past 12 months.

Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours or work. Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

### **Compensatory Time**

Human Resources shall keep detailed, accurate records of the compensatory time granted and taken by an eligible employee. These records shall include a copy of the advance written agreement between the Executive Director and the eligible employee along with proof of time worked and documentation of hours completed in excess of a complete contractual work week. The scheduled use of accrued compensatory time must be approved by the Principal. All compensatory time accrued must be used by the eligible employee no later than the end of the school year in which it was earned.

### **Jury Duty**

If an employee is under subpoena for jury duty during the time normally engaged in regular professional duties, the employee shall make application for temporary duty elsewhere (TDE). The employee shall receive regular pay while on jury duty and shall remit to the school the amount of fees, less travel allowance received for jury duty. If upon reporting for jury duty, the employee is dismissed, prior to serving one-half day, the employee is to report back to the regular duty assignment.

### **PAYDAYS**

Employees will be paid on the fifteenth and the last day of each month. If a payday falls on a weekend, Saturday and Sunday dates, employees will be paid on the preceding Friday. The end of the month pay date will always fall on the last business day of the month.

Direct deposit is mandatory.

Paychecks are distributed on a 12-month cycle. Pay periods are designed on a two-week delay (i.e. Checks distributed on the last day of the month are for the hours worked from 1<sup>st</sup> to the 15<sup>th</sup> of that month).

Deductions are withheld from your paycheck for Social Security and Federal withholding taxes, as required by law. If you ever have questions about your paycheck or deductions, please see Human Resources.

## **PERFORMANCE STANDARDS**

The people at STS constitute the greatest strength of our school. It is our belief that most will perform consistently at a high level.

On the rare occasion when someone fails to perform to reasonable standards, it is our policy to encourage constructive instruction and feedback as a first resort in most cases. Generally, formal corrective action measures will be used when performance issues are not corrected, following coaching and counseling efforts, or in cases of genuine misconduct or disregard for safety. No rule can be written to cover all offenses or violations that may be cause for taking corrective action. The degree of discipline will be based on circumstances and the team member's previous record.

### **Misconduct**

For certain acts of dishonesty or misconduct, discharge may be the appropriate measure, without regard to progressive disciplinary steps. The following are examples of the events that would be cause for immediate discharge:

- Violation of Substance Abuse Policy;
- Verbal or physical threats of any nature against the school and/or its representatives, parents or students;
- Fighting;
- Providing false information or omitting important information on school records;
- Unauthorized removal or attempted removal of school property;
- Intentional damage to property or product;
- Negligent or unruly behavior resulting in property damage or personal injury;
- Possession of weapons on school property;
- Walking off the job;
- Failure to return in a timely fashion from an approved leave of absence;
- Being employed while on leave, without prior approval;
- Sleeping during class time;
- Willful or repeated violation of the safety rules or work practices at STS;
- Insubordination;
- Excessive Absenteeism.

According to Florida Statute 231.26, Employees are required to self-report any criminal charges or motor vehicle violations that involve alcohol or drugs to their immediate supervisor the next working day after the charge. Employees also must report what happens once they go to court. They must report any conviction or plea the next business day. Failure to self-report is grounds for immediate dismissal.

## **PROFESSIONAL ETHICS**

An effective educational program requires the services of personnel of integrity, high ideals, and human understanding. All employees shall be expected to maintain and promote these qualities. The Board shall also expect all administrative, instructional, and support staff members to adhere to the *Code of Ethics of the Education Profession in Florida* and the *Principles of Professional Conduct for the Education Profession in Florida*.



It is the duty of all employees to report to the Principal or designee alleged misconduct by any employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.

### **PUBLIC INFORMATION REQUESTS**

Refer all media, interviews, and requests for information to the Executive Director Executive Director

### **REIMBURSEMENTS**

Any purchases made by an individual for school benefit may be eligible for reimbursement. Any purchase submitted for reimbursement must be pre-approved by administration.

### **REPLACEMENT OF PERSONAL OR STS PROPERTY**

All employees are expected to respect the property of others, including STS property. STS property includes office supplies and or services, postage, tools, equipment, misuse of telephones, etc. Use or theft of STS property and/or services without proper authorization will result in disciplinary action being taken, up to and including discharge.

All incidents of theft or damage involving personal or STS property should be reported to the Principal. To prevent theft, it is very important that all employees make sure they secure all equipment at the end of their regular day. The employee will bear the responsibility of replacing any lost or stolen items that are under their responsibility.

STS is not responsible for lost, stolen or misplaced personal items. It is the employee's responsibility to provide necessary security for his or her own personal items. Any theft should be reported to the Principal. Under no circumstances will STS make reimbursement for lost or damaged personal items.

### **REPORTING CHILD ABUSE**

All cases of child abuse, suspected or confirmed, must be reported to the appropriate state agency and an administrator immediately.

All staff is mandated by Florida Statute 39 to directly report any suspicion of child abuse, child neglect, child sexual abuse, and/or exploitation of children, elderly or adults. In all cases the state of Florida law on reporting child abuse and neglect should be followed by calling the State Abuse Registry at 1-800-962-2873. The Principal and other appropriate administrators must be notified on the same day.

Any employee who is observed or alleged to engage in child abuse or neglect is reported in the same manner as outlined above. The employee will be suspended or reassigned until an investigation can be completed.

### **SAFETY & EMERGENCY PROCEDURES**

Each STS employee is responsible for reading, understanding, and following all safety and emergency plans.

### **SAFETY STATEMENT**

At STS, we will attain and sustain safety excellence in the operation of our facilities. The protection of each member of our team, our students, our environment, and the citizens of the community in which we operate is our primary objective. We will not compromise accident and injury prevention for any reason. Team members at STS are responsible to take all measures to prevent injuries and illnesses and must recognize and accept that working safely is a condition of employment.

### **SEVERE WEATHER INFORMATION**

Each SouthTech school will follow the same instructions as their local district in case of severe weather emergencies. Parents and faculty should watch the local news for information about district school closings.

### **STAFF DEVELOPMENT**

All STS employees will be required to participate in any school-wide professional development opportunities as scheduled. In addition, all teachers are required to complete the required professional development for obtaining and maintaining a professional teaching certificate. While STS will assist teachers in knowing and completing the requirements for certification, it is ultimately the responsibility of the teacher to assure that these requirements are met in order to maintain required certifications.

### **STAFF SIGN-IN and SIGN-OUT**

All employees, excluding administrative staff, will adhere to the following policies to verify attendance and hours worked. Immediately upon arriving for duty at the school site, each staff member MUST report to the main office and complete the daily sign-in log. Although there is no requirement to sign-out at the end of the work day, any employee leaving campus during their work day is required to sign-out and obtain administrative approval. If the employee is returning during the normal assigned work day, they should sign back-in upon return.

### **STUDENT INFORMATION**

Each STS staff member must comply with HIPPA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act) regulations.

### **TECHNOLOGY GUIDELINES:**

#### **Management's Right to Access Information**

STS's computers, telephone, and communication hardware and software systems ("Systems") have been installed and are used to facilitate school communications. Although each employee has an individual password to access these Systems, they belong to STS and the contents of communications are accessible at all times by the administration for any business purpose. These Systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems. All Systems messages are STS records. The contents of our Systems may be disclosed to STS administration without your permission. Therefore, you should not assume that messages and communications are confidential. Back-up copies of communications may also be maintained and referenced.

#### **Social Media**

It is the company policy that no employee "friend" a student or parent on Facebook or any other social media. If parents or students have questions regarding school activities, policies, etc. they may email you, check the school website or contact you or your Principal.

#### **Personal Use of STS's Computer Systems**

Because STS provides the Systems to assist you in the performance of your job, you should use them only for official business. We reserve the right to access and disclose as necessary all communications on our Systems without regard to content. Since your personal communications can be accessed without prior notice, you should not use our Systems to transmit any messages or to access any information you would not want read by any third party. You should not use the System for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender, or for emotional responses to business correspondence or work situations. You should also not use these Systems for such purposes as soliciting for commercial ventures, religious or personal causes, outside organizations, or other similar, non-job-related solicitations. Although incidental and occasional personal use of our Systems are permitted, these communications will be treated the same as other communications. However, you are prohibited from accessing or downloading information from the Internet for your personal use. Employees must not attempt to access another employee's files or e-mail messages without the latter's express permission.

### **Forbidden Content of Communications**

There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment to, or disparagement of, others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs. Violation of this policy will result in appropriate disciplinary action up to and including termination.

### **STUDENT NON-FRATERNIZATION POLICY**

STS expects all staff members, including teachers, coaches, counselors, administrators, board members, support staff and others, to maintain the highest professional, moral and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers.

All school staff are expected to accept responsibility for their conduct, and to understand that their conduct may be regarded as representative of the entire SouthTech Schools organization, and that even off-duty conduct may adversely affect the abilities of a staff member to effectively perform his/her job duties. Staff is expected to abide by a professional standard of conduct and model good citizenship for students, parents, and the community.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in an educational setting; and consistent with the educational mission of the schools. Even if a student participates willingly in an activity, prohibited interactions between staff and students (regardless of the student's age) are a violation of this policy.

Specifically, STS expects that its staff maintain appropriate professional relationships with students in particular, and any youth in general, and be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Employees must understand that even an appearance of inappropriate relationships will adversely impact their effectiveness in the school environment. Therefore, employees must be diligent in maintaining the highest ethical standards when interacting with youth both

inside and outside the school environment and are strictly prohibited from forming such personal relationships with students outside the classroom.

### **Prohibited Conduct**

Staff is prohibited from engaging in any of the following types of conduct, regardless of whether the conduct occurs on or off school property or during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed:

- (a) Engaging in any romantic or sexual relationships with students, including dating, flirting, sexual contact, inappropriate physical displays of affection, or sexually suggestive comments between staff and students, regardless of whether staff or student initiates the behavior, whether the relationship is consensual, or whether the student has parental permission;
- (b) Fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional staff-student relationship and in which the relationship could reasonably cause a student to view the staff person as more than a teacher, administrator, or advisor;
- (c) Initiating or continuing communications with students for reasons unrelated to any appropriate purpose, including oral or written communication; telephone calls; electronic communication such as texting, instant messaging, email, chat rooms, Facebook or other social networking sites; webcams; photographs, electronic and online communications with students, including those through personal accounts, should be accessible to supervisors and professional in content and tone;
- (d) Socializing with students outside of class time for reasons unrelated to any appropriate purpose;
- (e) Providing alcohol (regardless of age) or drugs of any kind (except for those provided in accordance with policy on medication administration) to students.

### **Reporting Procedures**

- (a) **Duty to Report.** Any person with knowledge or suspicion of an improper relationship between staff and a student must immediately report the conduct to school administration. Nothing in this paragraph is intended to relieve mandated reporters of their obligations under state and local statutes.
- (b) **Protection from Retaliation.** Staff who makes a good-faith report of a suspected fraternization violation, or who cooperates in inquiries or investigations related to the investigation of such a report, shall be protected from retaliation.

STS will take appropriate disciplinary action, up to and including dismissal, against any staff found to have violated this non-fraternization policy.



## **Welcome to SouthTech Schools**

### **ACKNOWLEDGEMENT OF RECEIPT of Employee Handbook**

This acknowledges receipt of the SouthTech Schools, Inc. (STS) Employee Handbook. I understand that this Handbook supersedes any previously issued Handbook or other information, and that STS retains the right to change this Handbook as required.

I understand that nothing in this Handbook is intended to create any type of employment agreement or guarantee of hours of work. I realize that either STS or I can terminate the employment relationship at any time with or without cause.

I further understand that it is my responsibility to fully read and comply with all the rules and regulations in this Handbook and with any other safety policies with which I have been provided. I agree to insert and replace any revised or new policies, rules or regulations as implemented by STS, and will comply with them as they are implemented.

---

Team Member Signature

Date

---

Printed Name of Team Member

**Motion:**

I recommend that the Board approve and ratify the monthly financial statements for month ending May 31, 2021 and June 30, 2021 required by the Sponsor.

**Summary Information:**

The State statutes and the Palm Beach County School District require charter schools to provide financial statements on a monthly basis in the format that School Districts are required to follow. This format is prescribed by the Governmental Accounting Standards Board (GASB).

The monthly statements include:

1. Statement of Revenues, Expenditures and Changes in Fund Balance Budget to Actual
2. The combined Statement of Revenues, Expenditures and Changes in Fund Balance
3. A Combined Balance Sheet – All Fund Types

Quarterly, a Statement of Net Assets is also required. This is provided in March, June, September and December.

Attachments: Monthly Financial Statements

**Presented By:**

Ginger DeKalb, Accounting Manager

**Financial Impact:**

There is no financial impact for this item.

**Governmental Accounting Standards Board (GASB) Monthly Financial Form**  
**South Tech Academy with MSID Number 1571**  
**Palm Beach County, Florida**  
**For the Month Ended May 31, 2021 and For the Year Ending June 30, 2021**  
**May 31, 2021**

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>						
Cash and cash equivalents	1110	\$ 2,595,257	\$ -	\$ -	\$ -	\$ 2,595,257
Investments	1160					-
Grant receivables	1130	525,743				525,743
Other current assets	12XX	73,113				73,113
Deposits	1210	34,232			-	34,232
Due from other funds	1140					-
Other long-term assets	1400					-
Total Assets		<u>\$ 3,228,345</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,228,345</u>
<b>LIABILITIES AND FUND BALANCE</b>						
Liabilities						
Accounts payable	2120	\$ 121,778	\$ -	\$ -	\$ -	\$ 121,778
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	428,627				428,627
Deferred revenue	2410	-				-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX	215,777				215,777
Total Liabilities		<u>766,182</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>766,182</u>
Fund Balance						
Nonspendable	2710	107,345				107,345
Restricted	2720					-
Committed	2730					-
Assigned	2740	153,923				153,923
Unassigned	2750	2,200,895				2,200,895
Total Fund Balance		<u>2,462,163</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,462,163</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<u><u>\$ 3,228,345</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 3,228,345</u></u>

**South Tech Academy with MSID Number (1571)**  
**Palm Beach County, Florida**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)**  
**For the Month Ended May 31, 2021 and For the Year Ending June 30, 2021**

	FTE Projected	1,165	102% Percent of Projected							
	FTE Actual	1,193								
			General Fund				Special Revenue			
	Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	
Revenues										
FEDERAL SOURCES										
	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	-	%	
	3200					92,083	857,843	717,252	120%	
STATE SOURCES										
	3310	766,060	6,589,867	7,042,206	94%					
	3397	15,595	120,946	129,678	93%					
	3355	129,851	999,851	1,094,583	91%					
	3361	-	-	-						
	33XX	251,431	322,706	367,280	88%					
LOCAL SOURCES										
	3430	225	2,265	5,000	45%					
	3413	#								
	34XX	33,654	190,695	220,000	87%					
Total Revenues		1,196,816	8,226,330	8,858,747	93%	92,083	857,843	717,252	120%	
Expenditures										
Current Expenditures										
	5000	415,933	4,435,407	4,857,233	91%	31,267	596,735	459,041	130%	
	6000	43,701	540,762	689,246	78%	17,787	177,704	258,211	69%	
	7100	5,478	83,972	109,076	77%					
	7200	12,910	135,609	171,488	79%					
	7300	63,057	689,084	808,150	85%					
	7400	2,952	95,889	-						
	7500	13,098	185,608	209,168	89%					
	7600									
	7700	24,704	154,403	197,946	78%					
	7800	37,677	278,809	675,000	41%	-	525	-		
	7900	61,831	631,179	769,459	82%	12,676	98,123	-		
	8100	7,942	44,575	51,620	86%					
	8200	7,106	79,035	77,924	101%					
	9100	15,420	113,653	210,000	54%					
	9200	1,005	10,509	-						
Total Expenditures		712,814	7,478,494	8,826,310	85%	61,730	873,087	717,252	122%	
`		484,002	747,836	32,437		30,353	(15,244)	-		
Other Financing Sources (Uses)										
	3600	30,353	-	-		-	15,244			
	9700	-	(15,244)			(30,353)	-			
Total Other Financing Sources (Uses)		30,353	(15,244)	-		(30,353)	15,244	-		
Net Change in Fund Balances										
		514,355	732,592	32,437		-	-			
		1,955,324	1,814,883	2,026,074	90%					
		(7,516)	(85,312)							
Fund Balances, Beginning as Restated		1,947,808	1,729,571	2,026,074	85%	-	-	-		
Fund Balances, Ending		\$ 2,462,163	\$ 2,462,163	\$ 2,058,511	120%	\$ -	\$ -	-	%	



Debt Service			
--------------	--	--	--

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

\$ -	\$ -	\$ -	%
------	------	------	---

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

\$ -	\$ -	\$ -	%
------	------	------	---

Capital Outlay			
----------------	--	--	--

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

\$ -	\$ -	\$ -	%
------	------	------	---

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

\$ -	\$ -	\$ -	%
------	------	------	---

Total Governmental Funds			
--------------------------	--	--	--

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

-	-	-	%
---	---	---	---

92,083	857,843	717,252	120%
--------	---------	---------	------

766,060	6,589,867	7,042,206	94%
---------	-----------	-----------	-----

15,595	120,946	129,678	93%
--------	---------	---------	-----

129,851	999,851	1,094,583	91%
---------	---------	-----------	-----

-	-	-	
---	---	---	--

251,431	322,706	367,280	88%
---------	---------	---------	-----

225	2,265	5,000	45%
-----	-------	-------	-----

-	-	-	
---	---	---	--

33,654	190,695	220,000	87%
--------	---------	---------	-----

1,288,899	9,084,173	9,575,999	95%
-----------	-----------	-----------	-----

447,200	5,032,142	5,316,274	95%
---------	-----------	-----------	-----

61,488	718,466	947,457	76%
--------	---------	---------	-----

5,478	83,972	109,076	77%
-------	--------	---------	-----

12,910	135,609	171,488	79%
--------	---------	---------	-----

63,057	689,084	808,150	85%
--------	---------	---------	-----

2,952	95,889	-	
-------	--------	---	--

13,098	185,608	209,168	89%
--------	---------	---------	-----

-	-	-	
---	---	---	--

24,704	154,403	197,946	78%
--------	---------	---------	-----

37,677	279,334	675,000	41%
--------	---------	---------	-----

-	-	-	
---	---	---	--

74,507	729,302	769,459	95%
--------	---------	---------	-----

7,942	44,575	51,620	86%
-------	--------	--------	-----

7,106	79,035	77,924	101%
-------	--------	--------	------

15,420	113,653	210,000	54%
--------	---------	---------	-----

1,005	10,509	-	
-------	--------	---	--

774,544	8,351,581	9,543,562	88%
---------	-----------	-----------	-----

514,355	732,592	32,437	
---------	---------	--------	--

30,353	15,244	-	
--------	--------	---	--

(30,353)	(15,244)	-	
----------	----------	---	--

-	-	-	
---	---	---	--

514,355	732,592	32,437	
---------	---------	--------	--

1,955,324	1,814,883	2,026,074	90%
-----------	-----------	-----------	-----

(7,516)	(85,312)	-	
---------	----------	---	--

1,947,808	1,729,571	2,026,074	85%
-----------	-----------	-----------	-----

2,462,163	2,462,163	2,058,511	120%
-----------	-----------	-----------	------

**Governmental Accounting Standards Board (GASB) Monthly Financial Form**  
**South Tech Academy with MSID Number 1571**  
**Palm Beach County, Florida**  
**For the Month Ended June 30, 2021 and For the Year Ending June 30, 2021**  
**June 30, 2021**

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>						
Cash and cash equivalents	1110	\$ 2,816,231	\$ -	\$ -	\$ -	\$ 2,816,231
Investments	1160					-
Grant receivables	1130	136,564				136,564
Other current assets	12XX	175,297				175,297
Deposits	1210	34,232			-	34,232
Due from other funds	1140					-
Other long-term assets	1400					-
Total Assets		<u>\$ 3,162,324</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,162,324</u>
<b>LIABILITIES AND FUND BALANCE</b>						
Liabilities						
Accounts payable	2120	\$ 61,283	\$ -	\$ -	\$ -	\$ 61,283
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	396,486				396,486
Deferred revenue	2410	-				-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX	237,742				237,742
Total Liabilities		<u>695,511</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>695,511</u>
Fund Balance						
Nonspendable	2710	209,529				209,529
Restricted	2720					-
Committed	2730					-
Assigned	2740	153,923				153,923
Unassigned	2750	2,103,361				2,103,361
Total Fund Balance		<u>2,466,813</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,466,813</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<u><u>\$ 3,162,324</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 3,162,324</u></u>

**South Tech Academy with MSID Number (1571)**  
**Palm Beach County, Florida**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)**  
**For the Month Ended June 30, 2021 and For the Year Ending June 30, 2021**

FTE Projected FTE Actual	1,165	102% Percent of Projected							
	1,192								
		General Fund				Special Revenue			
	Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues									
FEDERAL SOURCES									
	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	-	%
	3200					76,515	934,358	717,252	130%
STATE SOURCES									
	3310	727,994	7,317,861	7,042,206	104%				
	3397	15,226	136,172	129,678	105%				
	3355	129,851	1,129,702	1,094,583	103%				
	3361	-	-	-					
	33XX	16	322,722	367,280	88%				
LOCAL SOURCES									
	3430	247	2,512	5,000	50%				
	3413	#							
	34XX	28,207	218,902	220,000	100%				
Total Revenues		901,541	9,127,871	8,858,747	103%	76,515	934,358	717,252	130%
Expenditures									
Current Expenditures									
	5000	502,355	4,937,762	4,857,233	102%	28,005	624,407	459,041	136%
	6000	52,340	593,102	689,246	86%	31,261	190,310	258,211	74%
	7100	11,783	95,755	109,076	88%				
	7200	12,806	148,415	171,488	87%				
	7300	68,522	757,606	808,150	94%				
	7400	5,159	101,048	-					
	7500	14,309	199,917	209,168	96%				
	7600								
	7700	11,134	165,537	197,946	84%				
	7800	119,581	398,390	675,000	59%	-	525	-	
	7900	65,005	696,184	769,459	90%	2,005	119,116	-	
	8100	8,952	53,527	51,620	104%				
	8200	9,122	88,157	77,924	113%				
	9100	17,436	131,089	210,000	62%				
	9200	786	11,295	-					
Total Expenditures		899,290	8,377,784	8,826,310	95%	61,271	934,358	717,252	130%
		2,251	750,087	32,437		15,244	-	-	
Other Financing Sources (Uses)									
	3600	15,244	-	-		-	-		
	9700	-	-			(15,244)	-		
Total Other Financing Sources (Uses)		15,244	-	-		(15,244)	-	-	
Net Change in Fund Balances									
		17,495	750,087	32,437		-	-		
		2,462,163	1,814,883	2,026,074	90%				
		(12,845)	(98,157)						
Fund Balances, Beginning as Restated		2,449,318	1,716,726	2,026,074	85%	-	-	-	
Fund Balances, Ending		\$ 2,466,813	\$ 2,466,813	\$ 2,058,511	120%	\$ -	\$ -	-	%

Debt Service			
--------------	--	--	--

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

\$ -	\$ -	\$ -	%
------	------	------	---

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

\$ -	\$ -	\$ -	%
------	------	------	---

Capital Outlay			
----------------	--	--	--

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

\$ -	\$ -	\$ -	%
------	------	------	---

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

\$ -	\$ -	\$ -	%
------	------	------	---

Total Governmental Funds			
--------------------------	--	--	--

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

-	-	-	%
---	---	---	---

76,515	934,358	717,252	130%
--------	---------	---------	------

727,994	7,317,861	7,042,206	104%
---------	-----------	-----------	------

15,226	136,172	129,678	105%
--------	---------	---------	------

129,851	1,129,702	1,094,583	103%
---------	-----------	-----------	------

-	-	-	
---	---	---	--

16	322,722	367,280	88%
----	---------	---------	-----

247	2,512	5,000	50%
-----	-------	-------	-----

-	-	-	
---	---	---	--

28,207	218,902	220,000	100%
--------	---------	---------	------

978,056	10,062,229	9,575,999	105%
---------	------------	-----------	------

530,360	5,562,169	5,316,274	105%
---------	-----------	-----------	------

83,601	783,412	947,457	83%
--------	---------	---------	-----

11,783	95,755	109,076	88%
--------	--------	---------	-----

12,806	148,415	171,488	87%
--------	---------	---------	-----

68,522	757,606	808,150	94%
--------	---------	---------	-----

5,159	101,048	-	
-------	---------	---	--

14,309	199,917	209,168	96%
--------	---------	---------	-----

-	-	-	
---	---	---	--

11,134	165,537	197,946	84%
--------	---------	---------	-----

119,581	398,915	675,000	59%
---------	---------	---------	-----

67,010	815,300	769,459	106%
--------	---------	---------	------

8,952	53,527	51,620	104%
-------	--------	--------	------

9,122	88,157	77,924	113%
-------	--------	--------	------

17,436	131,089	210,000	62%
--------	---------	---------	-----

786	11,295	-	
-----	--------	---	--

960,561	9,312,142	9,543,562	98%
---------	-----------	-----------	-----

17,495	750,087	32,437	
--------	---------	--------	--

15,244	-	-	
--------	---	---	--

(15,244)	-	-	
----------	---	---	--

-	-	-	
---	---	---	--

17,495	750,087	32,437	
--------	---------	--------	--

2,462,163	1,814,883	2,026,074	90%
-----------	-----------	-----------	-----

(12,845)	(98,157)	-	
----------	----------	---	--

2,449,318	1,716,726	2,026,074	85%
-----------	-----------	-----------	-----

2,466,813	2,466,813	2,058,511	120%
-----------	-----------	-----------	------

**Motion:**

I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for month ending May 31, 2021 and June 30, 2021.

**Summary Information:**

Per the Articles of Incorporation, SouthTech Schools Holdings, LLC shall be Member Managed within the meaning of Section 605.0407, Florida Statutes, and have a single member consisting of SOUTH TECH CHARTER ACADEMY, INC., a Florida nonprofit corporation ("the Member").

Attachments: STSH Balance Sheet  
STSH Profit & Loss Report

**Presented By:**

Ginger DeKalb, Accounting Manager

**Financial Impact:**

There is no financial impact for this item.

## South Tech Schools Holdings LLC

## Balance Sheet

As of May 31, 2021

	May 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1110 · Operating Account 9074	188,624.95
1112 · 2020A Interest Acct - 6001	235,756.53
1115 · 2020A Reserve Acct - 6004	702,768.27
1116 · 2020B Interest Acct - 6005	9,976.84
1117 · 2020B Principal Acct - 6006	91,876.05
1119 · Administration Fund - 6008	1,250.02
1123 · 2020A Project Acct - 6012	521,763.09
<b>Total Checking/Savings</b>	<b>1,752,015.75</b>
<b>Other Current Assets</b>	
1230 · Prepaid Expenses	24,059.40
<b>Total Other Current Assets</b>	<b>24,059.40</b>
<b>Total Current Assets</b>	<b>1,776,075.15</b>
<b>Fixed Assets</b>	
1310 · Land	1,820,527.51
1325 · Buildings	
1330 · Buildings	8,229,751.99
1335 · Accumulated Depreciation	-171,453.17
<b>Total 1325 · Buildings</b>	<b>8,058,298.82</b>
<b>Total Fixed Assets</b>	<b>9,878,826.33</b>
<b>Other Assets</b>	
1400 · Unamortized Bond Issue Costs	467,652.69
<b>Total Other Assets</b>	<b>467,652.69</b>
<b>TOTAL ASSETS</b>	<b>12,122,554.17</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2201 · Miscellaneous Payables	18,239.89
2220 · Prepaid Rental Income	73,929.16
2300 · Accrued Bond Interest	241,416.65
<b>Total Other Current Liabilities</b>	<b>333,585.70</b>
<b>Total Current Liabilities</b>	<b>333,585.70</b>
<b>Long Term Liabilities</b>	
2320 · Bonds Payable	11,575,000.00
2324 · Premium on Bonds Payable	
2325 · Premium on Bonds Payable	179,672.45
2326 · Amortization-PremiumBondPayable	-2,994.53
<b>Total 2324 · Premium on Bonds Payable</b>	<b>176,677.92</b>
2710 · LT Deposits Payable	105,335.52
<b>Total Long Term Liabilities</b>	<b>11,857,013.44</b>
<b>Total Liabilities</b>	<b>12,190,599.14</b>
<b>Equity</b>	
Net Income	-68,044.97
<b>Total Equity</b>	<b>-68,044.97</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>12,122,554.17</b>

8:13 AM

## South Tech Schools Holdings LLC

## Profit &amp; Loss

06/18/21

May 2021

Accrual Basis

	May 21	Jul '20 - May 21
<b>Income</b>		
3425 · Rental Income - 1325 Gateway	43,079.16	300,892.16
3426 · CAM Income - 1325 Gateway	7,200.00	50,400.00
3427 · Rental Income - 1275 Gateway	20,350.00	148,553.23
3428 · CAM Income - 1275 Gateway	3,300.00	23,100.00
3431 · Interest Income	6.11	35.20
<b>Total Income</b>	<b>73,935.27</b>	<b>522,980.59</b>
<b>Expense</b>		
110-E · Expenditures		
5100 · Office Supplies	0.00	194.58
5200 · Dues & Fees	0.00	138.75
7100 · Legal Expense	0.00	1,251.00
7300 · Account Hosting	0.00	600.00
7500 · Bank Service Charge	53.06	330.13
7700 · Insurance Expense	4,872.22	34,105.54
7800 · Management Admin Fee	1,239.67	8,677.69
7900 · Landscaping	855.00	5,875.00
9100 · Depreciation Expense	24,493.31	171,453.17
9200 · Bond Interest Expense	47,855.54	322,113.22
9210 · Bond Issue Cost Expense	1,132.33	7,926.31
9220 · Annual Issuer Fees	1,250.00	8,750.00
9221 · Trustee Fees	520.83	4,130.19
9300 · Water - Storm Drainage	503.44	3,356.27
9400 · Real Estate Non-Ad Valorem	-1,224.44	22,123.71
<b>Total 110-E · Expenditures</b>	<b>81,550.96</b>	<b>591,025.56</b>
<b>Total Expense</b>	<b>81,550.96</b>	<b>591,025.56</b>
<b>Net Income</b>	<b>-7,615.69</b>	<b>-68,044.97</b>

**South Tech Schools Holdings LLC**  
**Balance Sheet**  
As of June 30, 2021

	Jun 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1110 · Operating Account 9074	122,974.67
1112 · 2020A Interest Acct - 6001	27.36
1115 · 2020A Reserve Acct - 6004	702,771.25
1116 · 2020B Interest Acct - 6005	4,289.38
1117 · 2020B Principal Acct - 6006	1.43
1119 · Administration Fund - 6008	1,250.02
1123 · 2020A Project Acct - 6012	521,765.31
<b>Total Checking/Savings</b>	1,353,079.42
<b>Other Current Assets</b>	
1230 · Prepaid Expenses	76,364.61
<b>Total Other Current Assets</b>	76,364.61
<b>Total Current Assets</b>	1,429,444.03
<b>Fixed Assets</b>	
1310 · Land	1,820,527.51
1325 · Buildings	
1330 · Buildings	8,229,751.99
1335 · Accumulated Depreciation	-195,946.48
<b>Total 1325 · Buildings</b>	8,033,805.51
<b>Total Fixed Assets</b>	9,854,333.02
<b>Other Assets</b>	
1400 · Unamortized Bond Issue Costs	466,520.36
<b>Total Other Assets</b>	466,520.36
<b>TOTAL ASSETS</b>	<b>11,750,297.41</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	300.00
<b>Total Accounts Payable</b>	300.00
<b>Other Current Liabilities</b>	
2201 · Miscellaneous Payables	20,894.60
2220 · Prepaid Rental Income	70,761.46
2300 · Accrued Bond Interest	31,882.62
<b>Total Other Current Liabilities</b>	123,538.68
<b>Total Current Liabilities</b>	123,838.68
<b>Long Term Liabilities</b>	
2320 · Bonds Payable	11,470,000.00
2324 · Premium on Bonds Payable	
2325 · Premium on Bonds Payable	179,672.45
2326 · Amortization-PremiumBondPayable	-3,422.32
<b>Total 2324 · Premium on Bonds Payable</b>	176,250.13
2710 · LT Deposits Payable	105,335.52
<b>Total Long Term Liabilities</b>	11,751,585.65
<b>Total Liabilities</b>	11,875,424.33



1:22 PM

07/29/21

Accrual Basis

# South Tech Schools Holdings LLC

## Balance Sheet

As of June 30, 2021

	Jun 30, 21
Equity	
Net Income	-125,126.92
Total Equity	-125,126.92
TOTAL LIABILITIES & EQUITY	11,750,297.41

1:22 PM

07/29/21

Accrual Basis

## South Tech Schools Holdings LLC

## Profit &amp; Loss

June 2021

	Jun 21	Jul '20 - Jun 21
<b>Income</b>		
3425 · Rental Income - 1325 Gateway	43,079.16	343,971.32
3426 · CAM Income - 1325 Gateway	7,200.00	57,600.00
3427 · Rental Income - 1275 Gateway	20,350.00	168,903.23
3428 · CAM Income - 1275 Gateway	3,300.00	26,400.00
3431 · Interest Income	5.62	40.82
<b>Total Income</b>	<b>73,934.78</b>	<b>596,915.37</b>
<b>Expense</b>		
110-E · Expenditures		
5100 · Office Supplies	0.00	194.58
5200 · Dues & Fees	0.00	138.75
7100 · Legal Expense	0.00	1,251.00
7300 · Account Hosting	300.00	900.00
7500 · Bank Service Charge	50.97	381.10
7700 · Insurance Expense	19,517.96	53,623.50
7800 · Management Admin Fee	1,239.67	9,917.36
7900 · Landscaping	855.00	6,730.00
9100 · Depreciation Expense	24,493.31	195,946.48
9200 · Bond Interest Expense	79,738.18	401,851.40
9210 · Bond Issue Cost Expense	1,132.33	9,058.64
9220 · Annual Issuer Fees	1,250.00	10,000.00
9221 · Trustee Fees	520.83	4,651.02
9300 · Water - Storm Drainage	503.44	3,859.71
9400 · Real Estate Non-Ad Valorem	1,415.04	23,538.75
<b>Total 110-E · Expenditures</b>	<b>131,016.73</b>	<b>722,042.29</b>
<b>Total Expense</b>	<b>131,016.73</b>	<b>722,042.29</b>
<b>Net Income</b>	<b>-57,081.95</b>	<b>-125,126.92</b>

**Motion:**

I recommend that the Board approve the consulting agreement with The Stepping Stones Group LLC for Speech-Language Pathology and other services offered as needed.

**Summary Information:**

The Stepping Stone Group LLC is able to provide the following services under this Agreement and the corresponding hourly bill rates for each service are listed below. These expenses are primarily paid with IDEA Grant funds.

<b>Specialty</b>	<b>Hourly Rate</b>
Speech Pathology	\$63.00
Occupational Therapy	\$65.00 1 hour minimum per visit
Physical Therapy	\$65.00 1 hour minimum per visit
School Psychologist	\$68.00
ESE Specialist	\$60.00
Board Certified Behavior Analyst	\$70.00
Board Certified Assistant Behavior Analyst	\$50.00
Registered Nurse	\$55.00
Licensed Practical Nurse	\$45.00
Teacher of the Visually Impaired	\$65.00
Sign Language Interpreter	\$68.00
Deaf and Hard of Hearing	\$65.00

Attachment: The Stepping Stones Group LLC Consulting Agreement SY2021-2022.

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

The financial impact for this item is approximately \$91,000 to be proportionally distributed between SouthTech Academy and SouthTech Preparatory Academy.  
The amount of \$85,000 is in the SY22 IDEA grant budget.

## AGREEMENT

This Agreement is made and entered on July 28, 2021 by and between THE STEPPING STONES GROUP LLC, Regional Office located at 551 NW 77<sup>th</sup> Street Suite 111 Boca Raton, FL 33487 hereinafter referred to as “Contractor” and, SOUTH TECH CHARTER ACADEMY, INC. d/b/a SOUTH TECH ACADEMY, 6161 W. Woolbright Road., Boynton Beach, FL 33437, hereinafter referred to as “School.” It is hereby agreed as follows:

**TERM:** The Agreement will commence on August 1, 2021 and shall and continue through the end of the 2021-2022 school year, and unless either party notifies the other party in writing prior to sixty (60) days before the beginning of the next succeeding school year, the Agreement shall be deemed to be automatically renewed for the next succeeding school year.

**SERVICES, RATES AND BILLING:** Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement in accordance with the needs of the students and or upon request of the School. All services shall be appropriately documented in accordance with School policies and procedures. All professionals shall be duly licensed and or certified as required by the School and or by the State of Florida, shall comply with the Jessica Lunsford Act and shall be fingerprinted and security cleared prior to having any contact with students.

School agrees to be billed by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School with no mark-up. School agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

**PAYMENT TERMS:** School will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School agrees and understands that School is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School will complete the Billing Details just above the signature section of this Agreement. All payments shall be mailed to the Contractor’s lockbox address (provided below) or via ACH as may be arranged.

The Stepping Stones Group, LLC  
PO Box 6280  
Carol Stream, IL 60197

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School. If payment of invoices is not current, Contractor may suspend performing further work.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and general and professional liability insurance including Workers' Compensation coverage.

**NONDISCRIMINATION:** Contractor warrants and represents that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

**NO SOLICITATION:** During the term of this Agreement and for a period of two years after the termination of this Agreement, School agrees not to contract with directly or indirectly, offer employment to or hire any employee of the Contractor assigned to School or any candidate submitted by Contractor to School. School agrees that liquidated damages may be assessed and recovered by Contractor.

**CONFIDENTIALITY:** School agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration, and terms, etc. to the Contractor's employee assigned to provide services to the School. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. Contractor agrees that it is subject to all federal and state laws and School policies relating to the confidentiality of student information and shall comply with the Family Educational Rights and Privacy Act (FERPA). No knowledge, possession, or use of School's confidential information will be imputed to Contractor because of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**COOPERATION:** School agrees to cooperate fully and to help Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**DEFICIENCIES:** Should (a) Contractor's employee assigned to School is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School commits an act of professional or ethical misconduct. School agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice.

**TERMINATION:** Either party may terminate this Agreement with or without cause by providing a sixty (60) day advance written notice to the other party. The School may not terminate the Agreement while in monetary default of the Agreement. Contractor may terminate this Agreement if School discontinues operations or if School fails to make any payments as required by this Agreement.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by law, Contractor will defend, indemnify, and hold School and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School or School's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.



## THE STEPPING STONES GROUP

Transforming Lives Together

### Corporate Office

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

[www.thesteppingstonesgroup.com](http://www.thesteppingstonesgroup.com)

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Florida. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Florida. Both parties hereby consent to the jurisdiction and venue of such courts.

**NOTICES:** Notices to Contractor shall be sent to:

The Stepping Stones Group  
2586 Trailridge Drive East, Suite 100  
Lafayette, CO 80026

With a copy to:  
The Stepping Stones Group  
551 NW 77<sup>th</sup> Street Suite 111  
Boca Raton, FL 33487

Notices to School shall be sent to:

South Tech Academy  
6161 W. Woolbright Road  
Boynton Beach, FL 33437

**GENERAL:** No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



**THE STEPPING STONES GROUP**

Transforming Lives Together

**Corporate Office**

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

**BILLING DETAILS FOR SCHOOL:**

Billing Contact Name/Title: Ginger DeKalb/Accounting

Billing Email/Phone: Ginger.Dekalb@pbcharterschools.org/561-369-7000

Mailing Address (for invoice): 6161W Woolbright Road Boynton Beach, FL 33437

Special Billing Instructions: \_\_\_\_\_

Signed for Contractor:

Signature: \_\_\_\_\_

Name: Victor Suvall

Title: Executive Director

Date: \_\_\_\_\_

Signed for School:

Signature: \_\_\_\_\_

Name: Robert M. Kesten

Title: Board Chair

Date: \_\_\_\_\_



## **Appendix A**

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<b><u>Specialty</u></b>	<b><u>Hourly Rate</u></b>
Speech Pathology	\$63.00
Occupational Therapy	\$65.00 1 hour minimum per visit
Physical Therapy	\$65.00 1 hour minimum per visit
School Psychologist	\$68.00
ESE Specialist	\$60.00
Board Certified Behavior Analyst	\$70.00
Board Certified Assistant Behavior Analyst	\$50.00
Registered Nurse	\$55.00
Licensed Practical Nurse	\$45.00
Teacher of the Visually Impaired	\$65.00
Sign Language Interpreter	\$68.00
Deaf and Hard of Hearing	\$65.00

**Motion:**

I recommend that the Board ratify the Vendor Advertisement Agreement between SouthTech Academy and Ed Morse Automotive Group.

**Summary Information:**

SouthTech Academy agrees to provide naming rights to the Automotive Technology Academy as well as other promotional opportunities to The Ed Morse Automotive Group in exchange for a \$150,000 Sponsorship donation to be allocated over the next three years.

Attachment: Vendor Advertisement Agreement between SouthTech Academy and Ed Morse Automotive Group

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is a financial gain for SouthTech Academy of \$50,000 per year over the next three years for a total of \$150,000.

## **Vendor Advertisement Agreement**

This Vendor Advertisement Agreement is entered into this 19<sup>th</sup> day of July, 2021 between Morse Operations, Inc. ("Morse") whose address is 2850 S. Federal Highway Delray Beach, FL 33483 and SouthTech Charter Academy, Inc. (SouthTech Academy), ("Vendor") (collectively, known as the "Parties"), whose address is 6161 Woolbright Road, Boynton Beach, Florida 33437(hereinafter referred to as the "Agreement").

**WHEREAS**, SouthTech Academy & the Ed Morse Automotive Group wish to create a mutually beneficial partnership that will create career pathways and other industry-related opportunities for SouthTech Academy Automotive Academy students while in exchange, providing promotion and marketing opportunities for the Ed Morse Automotive Group brand. and;

**WHEREAS**, The relationship between the two parties began on April 12, 2018 with an email from Mr. Gene Byrd, Ed Morse Automotive Group's Fixed Operations Director, to Mr. Timothy Brown, SouthTech Academy Automotive Department Chair. and;

**WHEREAS**, SouthTech Academy currently has Automotive Academy students and alumni that are employees of the Ed Morse Automotive Group and seek to have its students follow in be allowed to observe work in progress at Morse, and;

**WHEREAS**, Morse seeks to retain the services of the Vendor as an independent contractor based on the Vendor's expertise, education, certifications, training, licenses and/or experience and;

**WHEREAS**, the Vendor has agreed to provide, perform and/or deliver certain work and/or services to Morse in relation to the services in furtherance of the mission and goals of Morse in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants contained herein, Morse and the Vendor mutually agree as follows: This Agreement shall be effective as of the date of this Agreement and shall terminate on in 3 years ("Term"). This Agreement may be renewed by either Party for a term not to exceed a total of two three (3) year periods ("Renewal Period"). A renewal of this Agreement shall only be made in the following manner: a) by mutual written agreement between Morse and the Vendor. Any Renewal Period shall be in accordance with the same terms and conditions as set forth in the Agreement, in no event shall Morse be required to renew the Agreement with the Vendor.

**SCOPE OF SERVICES:** Morse and the Vendor shall remain as an independent contractor status and the Vendor agrees to perform, provide and/or deliver the work and/or services as set forth above and/or in **Exhibit A** of the Agreement (hereinafter referred to as "the Scope of Services" "Memorandum of Understanding" or "MOU") attached hereto and by reference made a part hereof. Any work and/or services performed, provided and/or delivered by the Vendor beyond the scope of the Scope of Services as stated herein, or as stated in any subsequent amendment to this Agreement without the prior approval of Morse shall not be compensable to the Vendor, and/or any other third party utilized by the Vendor to provide, perform and/or deliver the Scope of Services to Morse under this Agreement. Except as provided for in this Agreement, in the event there is a conflict between the Scope of Services as set forth in **Exhibit A** and the Agreement (including any amendments), the Scope of Services shall prevail unless modified by a written amendment.

**COMPENSATION AND BILLING:** There shall be no compensation. Morse and Vendor understand that the terms of **Exhibit A** of this Agreement for the Scope of Services during the Term hereof. Notwithstanding the following, any costs incurred without prior approval of Morse shall not be payable to the Vendor.

The MOU shall be the entire compensation for the Scope of Services rendered by the Vendor hereunder, except that Vendor may be reimbursed for reasonable expenses incurred by the Vendor if Morse approves such expenses in writing in advance of their occurrence. The Vendor acknowledges and agrees that it shall be solely and exclusively the Vendor's obligation and responsibility to report to the appropriate governmental agencies and/or other reporting authorities pursuant to Florida and federal law all compensation received by the Vendor hereunder (including but not limited to all taxes or impositions thereon). The Vendor shall indemnify and hold harmless Morse for and against any and all claims, damages, losses or obligations asserted or imposed against Morse and/or any applicable governmental agency responsible for the oversight and/or monitoring of the Morse by any third party in connection with the payment or recovery of such sums as stated herein as a result of the Scope of Services and/or the Agreement between Morse and the Vendor. Notwithstanding the foregoing, in no event shall any party have any lien rights against Morse based on this Agreement nor has Morse agreed by entering into this Agreement to be subject to any liens of any third Parties as a result of its contractual relationship with the Vendor under this Agreement. The following individual(s) as set forth on the contact list attached hereto as **Exhibit B** and by reference made a part hereof shall be the contact person as it pertains to the Scope of Services, subject to approval by an Officer of Morse.

The Vendor warrants and represents to Morse that the Vendor and/or its Students, employees, its subcontractors and its agents have sufficient expertise, education, personnel, resources, and experience to perform the Scope of Services stated within the Agreement. The Vendor further warrants that the Vendor, its Students, employees, its subcontractors, and its agents are appropriately licensed or certified in accordance with applicable federal, state, county and/or municipal law to provide, perform and/or deliver the Scope of Services as set forth in **Exhibit A** in this Agreement. The Parties' representatives affixing their signatures hereto warrant and affirm that each of signatory has absolute legal authority to enter in to this Agreement and bind the respective Parties to the terms and conditions herein. The Vendor further represents to Morse that its Students, employees, subcontractors, and/or its agents that have been employed, retained or contracted by the Vendor have undergone appropriate and legally sufficient background checks and that said persons do not pose a risk to the health, safety and welfare to the employees, residents, program participants, vendors, interns or volunteers of Morse. The Vendor shall immediately notify Morse in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the Term of the Agreement. The Vendor acknowledges and agrees that Morse's reliance on the aforementioned representations and warranties as set forth herein is material and substantive in nature and shall survive the expiration or termination of this Agreement, whichever is earlier.

Morse shall not have any obligation hereunder to provide the Vendor, its Students, its employees, agents, and/or dependents with medical, health, pension or any other related employee benefits. Personnel supplied by the Vendor to provide the Scope of Services to Morse under this Agreement will be deemed the Vendor's Students, employees, contractors, or agents and will not for any purpose be considered employees or agents of Morse. The Vendor assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and except as set forth in this Agreement, shall be solely responsible for their supervision, daily direction/control, provision of employment benefits (if any), and payment of salary (including all required withholding of taxes). This section shall also be applicable to any subcontractors secured by the Vendor subject to the written prior approval of Morse as it pertains to the Scope of Services. Morse expressly reserves the right, at any time or for any reason whatsoever, to retain other consultants, vendors or independent contractors in addition to the Vendor to perform the work.

The Vendor acknowledges that in the course of performing, providing and/or delivering the Scope of Services, it may originate, develop, receive or otherwise become aware of certain confidential and/or proprietary information concerning Morse, its operations, its applicable governing agencies, its contractors and/or the recipients of its services, and that all such information, whether oral or written, that is obtained, communicated, uncovered, maintained, compiled, and/or delivered, whether intentionally or unintentionally, to the Vendor, or of which the Vendor may otherwise become aware is, shall be, and will continue to remain the confidential information of Morse ("Confidential Information"). The Vendor will not use, disseminate, alter, destroy, or disclose any information concerning a recipient of the Scope of Services under this Agreement and/or a recipient of services of Morse for any purpose not in conformity with applicable state statute(s) and/or federal regulations. The Vendor further acknowledges that, in the course of performing the Scope of Services, it may have access to certain other information that relates, whether directly or indirectly, to Morse's or its agents, statistical, business or technical research, development, trade secrets, drawings, manuals, presentations, notebooks, notes, processes, formulae, specifications, programs, software packages, technical know-how, methods, procedures of operation, business or confidential plans or other information ("Proprietary Information"). The Vendor agrees to hold such Confidential Information and Proprietary Information in strict confidence and to not to disclose, use, deliver, alter, destroy, or disseminate, such Confidential Information and Proprietary Information to others, or to use said Confidential Information and Proprietary Information in any way, commercially or otherwise, except in performance of the Scope of Services, at anytime without the prior written consent of Morse.

The Vendor acknowledges and agrees that Morse shall be under any obligation to provide any endorsement of the Vendor's Scope of Services or any work product resulting, related to or arising from the Scope of Services to any third party. Vendor shall not use Morse's name, materials (including but not limited to likeness and/or names of recipients of Morse), or trademark in any manner, expressly or implied, which might tend to convey the impression that Morse has endorsed or approved the Vendor's Scope of Services or the work product resulting, related to, or arising from the Scope of Services, without the prior written consent of Morse.

**INDEPENDENT CONTRACTOR:** The Vendor is an independent contractor and neither the Vendor, nor its staff, Students, its agents and/or its subcontractors shall be deemed to be affiliated with, an agent of and/or employed by Morse. In addition, the Vendor is solely responsible for the payment of any local, state and federal income, social security and unemployment taxes for Vendor for purposes of any applicable tax laws and associated filings. Morse is hereby contracting with Vendor for the Scope of Services as described on Exhibit A and except as provided in this Agreement or as set forth pursuant to applicable law, the Vendor reserves the right to determine the method, manner and mean by which the Scope of Services will be performed. The Vendor hereby confirms to Morse that Morse will not be required to furnish or provide any training to the Vendor to enable the Vendor to perform, deliver and/or provide the Scope of Services required hereunder. The Vendor, its staff, its agents and/or its subcontractors shall perform the Scope of Services, and Morse shall not be required to hire, supervise, or pay any assistants or other persons to assist and/or support the Vendor's performance of the Scope of Services under this Agreement.

**LIABILITY AND INDEMNIFICATION:** Vendor agrees to indemnify, defend, and hold Morse and all of its officers, agents, members and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, related to or arising out of any actions, negligence and/or omissions of the Vendor, its Students, its agents, officers, subcontractors, members or employees during the performance or delivery of the Scope of Services and/or operation of this Agreement (including any subsequent modifications thereof), whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, including personal injuries or wrongful death, irrespective of fault, of the employees, or agents or subcontractors of Vendor while on the premises of Morse property or while performing any services or activities associated with this Agreement. This section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Morse, any sums due to the Vendor under this Agreement may be retained by Morse until all of Morse's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Morse. The Parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any rights that may be applicable to the Morse pursuant to Florida and/or federal law.

This Agreement shall terminate and Morse's obligations hereunder shall cease upon notification to Vendor by Morse. The term of this Agreement is not binding upon Morse and Vendor may be terminated without cause at any time during the term of this Agreement.

**INSURANCE:** The Vendor shall maintain, at its sole cost and expense, comprehensive general, professional liability insurance, and workers compensation insurance that complies with the Florida Statutory requirements for workers compensation insurance, in addition to any other insurance, as Morse may reasonably require. Vendor shall maintain a policy of commercial general liability insurance with coverage limits of not less than one million dollars (\$1,000,000.00). Attached hereto as **Exhibit D** and incorporated herein by reference. Vendor, shall name Morse as an additional insured on said commercial general liability insurance policy, shall provide Morse with a copy of the certificate of liability insurance as a certificate holder confirming Morse's status as an additional insured and shall provide Morse with a copy of the insurance policy for review upon request. Each policy shall state that it is not subject to cancellation, modification, or reduction in coverage without 30 days written notice to Morse prior to the effective date of cancellation, modification or reduction in coverage. The Vendor shall also provide written notification to Morse if said policies of insurance are cancelled or are subsequently changed if said policies do not comply with the requirements of insurance coverage for Morse. The Vendor shall continuously maintain, without interruption or a lapse in coverage, each of the above insurance policies throughout the Term of this Agreement and any extensions or renewals thereof. In the event the Vendor utilizes subcontractors to perform the Scope of Services, the Vendor shall



require said subcontractors to maintain comprehensive general, professional liability insurance, and workers compensation insurance that complies with the Florida Statutory requirements for workers compensation insurance in addition to any other insurance the Morse may reasonably require stated hereunder. The Vendor agrees to add Morse as an additional insured under its applicable policies of insurance in accordance with delivery and/or performance of the Scope of Services set forth in Exhibit A. Vendor shall be solely responsible for the payment and maintenance of worker's compensation insurance and coverage for its employees. Vendor will not be required to add Morse as an additional insured to said worker's compensation policy, however said policy shall include a waiver of subrogation as to any claims against Morse as a result of any workers compensation claims for injuries that occurred while services were being performed on the premises of Morse or any of its properties. Morse will be provided with a copy of the certificate of insurance as evidence of coverage being in effect for worker's compensation and employer's liability insurance.

This Agreement shall not be assigned, subcontracted, delegated or otherwise transferred by the Vendor to any other third party without the written consent of Morse. Any transfer or assignment made without the consent of the other party to this Agreement shall be considered null and void as a matter of law and shall be considered a material breach under this Agreement. Assignment in this context shall also mean any merger into, with or acquiring of all or a part of the business or interest of another person or entity or; the transfer in any one transaction or series of transactions of all or a substantial portion of the business, interest or assets of either party. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby, and in the event any one of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid provision were not contained herein.

Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service, to Morse Operations Inc., 2850 S. Federal Highway, Delray Beach, FL 33483. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties further agree to abide by all applicable federal and Florida laws and that the venue for any actions, claims, or matters associated, concerning, arising from or related to this Agreement shall be in Palm Beach County. By entering into this Agreement, Morse and the Vendor hereby expressly waives any and all rights either party may have against the other party to a trial by jury or any cause of action or claim arising from, related to or in connection with this Agreement.

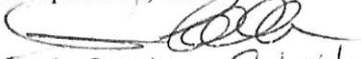
If the Vendor commits a breach of this Agreement, such breach shall constitute a default under this Agreement and Morse in its sole discretion may give the breaching party written notice describing such breach and stating that this Agreement will terminate. In the event a breach occurs, Morse may seek to cure the Breach at its own time and expense in order to resolve the issue and/or mitigate the damages. The Vendor shall be liable for any and all expenses associated with Morse's efforts to cure the Breach of the Agreement as stated herein. In the event this Agreement is terminated by the Vendor or Morse for any reason and the Scope of Services has not been fully and/or satisfactorily performed and/or completed by the Vendor in accordance with terms and conditions of this Agreement (including any subsequent amendments hereto), the Vendor acknowledges and agrees to be liable for any and all damages sustained by Morse related to or arising from its acts, omissions and/or negligence as it pertains to the Vendor's failure to satisfactorily perform and/or complete the Scope of Services as set forth in the Agreement. This section shall survive the expiration or sooner termination of this Agreement. In connection with any litigation, mediation, arbitration, special proceeding or other proceeding related to and/or arising out of this Agreement, Morse and the Vendor agree that each party will be responsible for its own attorney's fees and costs prior to, during the pendency of and subsequent to the conclusion of the matter through and including any appeals and post-judgment proceedings.

It is the intention of the Parties that this Agreement supersedes all prior agreements, representations, writings and understandings and that it shall not be modified or amended in any respect except in writing and signed by the Parties. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged in accordance with party's policy, procedures and/or bylaws. No amendment, modification or addition to this Agreement shall be effective or binding on any party to this Agreement unless set forth in writing and mutually executed by the Parties. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts shall have been signed by each of the Parties hereto and delivered to the other Parties hereto. Facsimiles or other electronically scanned and transmitted signatures shall be deemed originals for all purposes of this Agreement.

**ARBITRATION:** Any controversies arising out of the terms of this Agreement shall be settled in Florida in accordance with the rules of the American Arbitration Association pursuant to the Federal Arbitration Act, and the judgment upon award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any dispute regarding the interpretation, enforceability, or applicability of any statute and/or agency rule (federal or state) governing, related to or arising from this Agreement shall be delegated to a court or agency of competent jurisdiction for final determination.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

Morse Operations, Inc.

By:   
Name: Caroline Corlett  
Title: Pres  
Date: 7/29/2021

SouthTech Schools

By:   
Name: Carla Lovett  
Title: Executive Director  
Tax ID#: 32-0089102

## **Exhibit A**

### ***Scope of Services / Memorandum of Understanding***

#### **1) DESCRIPTION OF THE WORK AND/OR SERVICES:**

- a) Southtech shall do the following:
  - i. Shall have Students follow and observe working technicians at Morse Operations, Inc. dealerships.
  - ii. Each Student shall sign a Parental Consent/Waiver of Liability. **See Exhibit C**

#### **2) III. SOUTHTECH ACADEMY RESPONSIBILITIES UNDER THIS MOU**

**SouthTech Academy shall undertake the following activities:**

- Provide naming rights (without fixed building signage) to the Automotive Technology Academy (3-year term)
- Example: "Ed Morse Automotive Technology Program at SouthTech Academy"
- Provide Ed Morse Automotive Group Sponsor Introduction at SouthTech Schools Board Meeting
- Provide Exclusive Press Release Announcement
- Provide Exclusive E-blast announcement
- Provide Exclusive Social Media Post
- Tiered\* Name and Logo Recognition on Dedicated SouthTech Schools Sponsor Web Page (3-years)  
"Tiered" status...this status on the marquis or in advertising means a message or logo will be represented in a prominent position as compared to others...or appear larger than others in the same field.
- Provide Special "Thank You" in Graduation Program (3-years)
- Provide Tiered Special "Thank You" on High School Entrance Marquis  
"Tiered" status...this status on the marquis or in advertising means a message or logo will be represented in a prominent position as compared to others...or appear larger than others in the same field.
- Promote with Prominent Banner (4' x 8') on Woolbright Road Fence-line (3-years)
- Promote with Prominent Banner w/Business Logo (4' x 4') on Parking Fence Line (3-years)
- Provide Invitation for Sponsor to Distribute (pre-approved) Promotional Material at SouthTech live events (Concerts (2), Open Houses (4), SouthTech Summit (1), Parent Training Nights (2), Complimentary College & Career Night Booth (1) (3-years)
- Share Prominent LOGO on Digital Monthly Newsletter (3-years)
- Provide Framed Custom Certificate Recognizing Sponsor Contribution
- Provide Ed Morse Automotive Group Management Speaking Engagement Opportunities to Inform Students of Industry Updates and Employment Opportunities Within the Industry & the Ed Morse Automotive Group.
- Provide 1st Right of Refusal Opportunity for Partnership Renewal (2023)

#### **3. ED MORSE AUTOGROUP RESPONSIBILITIES UNDER THIS MOU**

**The Ed Morse Automotive Group shall undertake the following activities:**

- Provide SouthTech Schools with a \$150,000 Sponsorship Donation
- Assist In Providing pathways for SouthTech Automotive Academy Students to Participate in Job Shadowing Opportunities
- Provide pathways for SouthTech Automotive Academy Students to Participate in "On-the-Job Training" (OJT) Opportunities
- Provide Industry "Best Practices" To Program Instructor As An Advisory Board Participant
- Provide Fair and Timely Feedback about Student Performance When Queried

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. This agreement may be adjusted or modified to suit either or both parties' needs and/or desires
2. This agreement (other than the return of donation) may be terminated by either party.

### Exhibit B

① **Contact Persons for a) Southtech**

Full Name: Josh Wigelsworth

Title: Director of Career Academies

Organization: SouthTech Schools

Contact Number: (561) 369-7040

Contact Email: joshua.wigelsworth@pbcharterschools.org

### Exhibit C

**Parental Consent/ Student Waiver of Liability**

### Exhibit D

**Insurance**

**(Attach copy of Insurance Naming Morse Pursuant to Terms of Agreement)**

*Exhibit B continued - Additional Contacts*

② **Carla Lovett**

Executive Director

SouthTech Schools

(561) 369-7017

carla.lovett@pbcharterschools.org

③ **Tim Brown**

Chair of Transportation Programs

SouthTech Academy

(561) 369-7068

timothy.brown@pbcharterschools.org





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	<b>CONTACT NAME:</b> Susan Newport <b>PHONE (A/C, No, Ext):</b> (561) 717-2927 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> snepor@egisadvisors.com
<b>INSURED</b> South Tech Charter Academy Inc. dba South Tech Academy (1571) 6161 W Woolbright Road Boynton Beach FL 33437	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Florida Insurance Alliance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** Master Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		70121057	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee BenefitsPer \$ 1,000,000								
	A						<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	70121057	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
							A				<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	70121057	07/01/2021	07/01/2022	EACH OCCURRENCE \$ AGGREGATE \$ \$
											<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Educations Legal Liability & EPLI			70121057	07/01/2021	07/01/2022	Per Claim \$1,000,000 Aggregate \$2,000,000 Deductible \$2,500								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured Tech Charter Academy, Inc. dba South Tech Academy(1571) located at 6161 W Woolbright Road, Boynton Beach, FL 33437. A minimum 30 days notice will be provided to the Certificate Holder for coverage cancellation.  
Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

**CERTIFICATE HOLDER****CANCELLATION**

Morse Operations, Inc. d/b/a Ed Morse Automotive Group  
2850 S. Federal Highway

Delray Beach

FL 33483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**Motion:**

I recommend that the Board approve the agreement with All Metro Health Care for the school nurse for the 2021-2022 School Year.

**Summary Information:**

A Request for Quote was generated to acquire School Nurse Services for SouthTech Academy. All Metro quoted the lowest hourly wage at \$40/hour, which is an increase of \$7.00/per hour over SY21. Other agencies provided quotes that were much higher.

Attachments: All Metro Health Care Nurse Agreement

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

The financial impact for this item is \$7,770 over the budgeted amount of \$44,030 for SY22.

***All Metro***  
**HEALTH CARE**

580 Village Blvd., Suite 215  
West Palm Beach, Florida 33409  
Telephone 561-684-2323  
Facsimile 561-684-2371

---

South Tech Academy  
6161 Woolbright Rd  
Boynton Beach, FL 33437

July 21, 2021

This letter serves as an agreement between All Metro Health Care and South Tech Academy to provide therapeutic services and supervise South Tech Academy's clinic by a Registered Nurse.

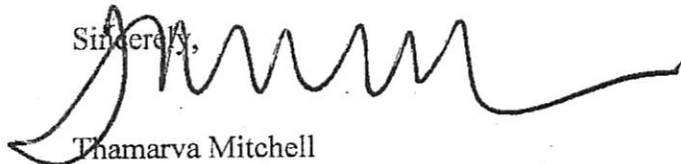
As discussed, our rate will be \$40.00 per hour. Start date: August 10, 2021 until end of school calendar year. Services will be provided Monday thru Friday 7am-2pm, approved school days only. If there any additional days required outside of calendar year; South Tech will notify All Metro Health Care. There will be an option to opt out of the agreement at any time with a minimum of a week's notice.

Please sign, date and return to All Metro Health Care once complete.

\_\_\_\_\_  
date

Thank you for contacting All Metro Health Care. I look forward to working with you again in the future.

Sincerely,



Thamarva Mitchell  
Program Director  
Office: 561-684-2323  
Fax: 561-684-2818

**Motion:**

I recommend that the Board approve the amended STA Operating Budget for SY21.

**Summary Information:**

Adjustments have been made to the original budget to reflect proposed changes in revenues and expenditures. These adjustments are made in compliance with the School District of Palm Beach County and do not affect our June financials.

Attachment: Amended STA SY21 Operating Budget

**Presented By:**

Ginger DeKalb, Finance Manager

**Financial Impact:**

The amended budget reflects actual revenues and expenses.

## South Tech Academy - SY21 Amended Budget

SY21 Amended Budget  
Based on 1,192 Students  
June 2021

### Revenues:

#### General Operating - FEFP

3310000 · Base Student Allocation	7,317,861
3355000 · Class Size Reduction	1,129,702
3310390 - FEFP for Capital Projects	136,172

<b>Total General Operating - FEFP</b>	<b>\$ 8,583,735</b>
---------------------------------------	---------------------

#### General Operating - Other

343100 - Interest on Investments	2,512
33xx000 - Other State Revenue	322,722

<b>Total General Operating - Other</b>	<b>\$ 325,234</b>
--	-------------------

<b>Total Other Local Revenue</b>	<b>\$ 218,902</b>
----------------------------------	-------------------

#### Federal Grant Revenue

3240000 · Title 1	335,050
3230000 - IDEA Grant	271,670
3250000 - Title II	36,620
3260000 - Title III	844
3250000 - Title IV	20,941
3290000 - Geers	23,802
3293000 - ESSER	245,431

<b>Total Federal Grant Revenue</b>	<b>\$ 934,358</b>
------------------------------------	-------------------

<b>Total Revenue</b>	<b>\$ 10,062,229</b>
----------------------	----------------------

### Operating Expenses

Total 5100000 · Instruction	2,447,759
Total 5200000 · ESE Instruction	349,507
Total 5300000 · Career Education	2,108,847
Total 5400000 · Adult Education	5,084
Total 5600000 · Classroom Costs	26,565
Total 6100000 · Instructional Support Services	537,161
Total 6400000 · Instructional/Staff Prof Dev	51,452
Total 6500000 · Instructional Tech	4,489
Total 7100000 · Board Expenses	95,755
Total 7200000 · General Administration	148,415
Total 7300000 · School Administration	757,606
Total 7400000 · Facilities and Acquisition	101,048
Total 7500000 · Fiscal Services	199,917
Total 7700000 · Central Services	165,537
Total 7800000 · Transportation	398,390
Total 7900000 · Operation of Plant	696,184
Total 8100000 · Maintenance of Plant	53,527
Total 8200000 · Technology Services	88,157
Total 9200000 · Debt Services	11,295

<b>Total Operating Expenses</b>	<b>\$ 8,246,695</b>
---------------------------------	---------------------

<b>Total Federal Grant Expenses</b>	<b>\$ 934,358</b>
-------------------------------------	-------------------

<b>Total Internal Account Expenses</b>	<b>\$ 131,089</b>
--	-------------------

<b>Total Expenses</b>	<b>\$ 9,312,142</b>
-----------------------	---------------------

<b>Profit/(Loss)</b>	<b>\$ 750,087</b>
----------------------	-------------------

**Motion:**

I recommend that the Board approve the Employee Handbook for SouthTech Schools 2021-2022.

**Summary Information:**

The Employee Handbook for SouthTech Schools provides information to all staff members regarding working conditions, employee benefits, and some of the policies affecting their employment. It also describes many of the responsibilities of the employees and outlines the programs developed by STS to benefit employees.

Attachments: Employee Handbook for SouthTech Schools 2021-2022

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is no financial impact for this item.

# Employee Handbook

For

## SouthTech Schools

### 2021-2022



## WELCOME TO SOUTHTECH SCHOOLS

You are now a key member of a **GREAT** team—the SouthTech Schools (STS) Team! As a team member, you will play an important role in helping us meet our objectives:

- **To serve as a reliable source of high-quality education for our students**
- **To provide a career-inspiring, safe, and secure work environment for all SouthTech Schools employees.**

Our greatest asset is our people – people like you. We will continue to strive to make SouthTech Schools the kind of place that other area schools look up to. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome.

### FOREWORD

This handbook is designed to acquaint you with STS and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by STS to benefit employees.

This handbook is **not an employment contract**; it is intended as a guide to help answer questions you may have in your daily working circumstances or questions about policy. As circumstances change, the need may arise, and STS reserves the right to, revise, supplement, or rescind any policies or portions of the handbook from time to time as it deems appropriate. You will be notified of these changes to the handbook as they occur.

### THE SOUTHTECH SCHOOLS TEAM PHILOSOPHY

SouthTech Schools provides a unique environment which emphasizes student achievement through the use of innovative but proven educational methods. We prepare students to successfully compete in an increasingly competitive post-secondary environment and the global job market and to be productive and successful members of society after their school years.

The SouthTech Schools educational philosophy includes a strong belief in and expectation for knowing and respecting students as individuals and designing curricular models that meet

individual student needs. STS also believes in the necessity of establishing a welcoming, caring, and safe environment for students and their families. Our success as an organization is founded on the skills and efforts of our employees. At STS, we realize that each employee is an intelligent, cooperative, and productive person. Each one of you is in a position to deal directly with administration on a personal and open basis regarding any matter.

It is important that we work together, with mutual respect, to maintain an efficient, safe, and productive work environment. Our commitment is to provide you with the opportunity to work in a satisfying and dignified environment and to be given fair treatment at all times.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The basic employment policy of STS is as follows:

- All applicants for employment will be considered without regard to race, religion, national origin, age, gender, sexual preference, sexual orientation, physical or mental disability, or status as a disabled veteran or veteran of the Vietnam era.
- There shall be no discrimination with regard to race, religion, national origin, age, gender, sexual preference, sexual orientation, physical or mental disability, or status as a disabled veteran or veteran of the Vietnam era in all matters concerning all employees of the Organization. Such matters include, but are not limited to, hiring, promotions, demotions, transfers, layoff or termination, compensation, use of facilities, and selection for training or related programs.
- It is STS's policy to maintain a discrimination-free work environment for all employees. A good working environment includes freedom from harassment based on race, religion, national origin, age, gender, sexual preference, sexual orientation, physical or mental disability, status as a disabled veteran or veteran of the Vietnam era, as well as freedom from unwelcome sexual advances.

Our employment practices will conform with both the spirit and the letter of federal, state, and local laws regarding nondiscrimination in employment. It is the obligation of every employee of the organization to adhere to this policy.

## **HARASSMENT**

STS is committed to providing a work environment that is free of discrimination and harassment, particularly discrimination and/or harassment involving an employee's race, religion, national origin, age, gender, disability, sexual preference or orientation.

Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. Harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

An employee who is aware of an incident of harassment should promptly report the matter to Administration. Employees can raise concerns and make reports without fear of reprisal. Anyone engaging in harassment will be subject to disciplinary action, up to and including termination of employment.

## **DRUG FREE WORKPLACE COMPLIANCE**

To comply with the federal Drug Free Workplace Act, and to promote workplace safety and productivity, STS will require all employees, temporary employees, and subcontractors to report to work without any alcohol or illegal mind-altering substances (drugs) in their systems. This

requirement also applies to activities outside of the regular school day, including evening activities and field trips.

Restrictions on tobacco use are necessary for the health and safety of all our employees and students, the cleanliness of our property, and the fire safety of our building. No tobacco use is permitted on the school grounds.

### **ACCESS TO PERSONNEL FILES**

STS maintains a personnel (employment) file on each employee. The personnel file includes such information as the employee's job application, references, résumé, records of training, documentation of performance appraisals, salary increases, letters of commendation, documentation of disciplinary action, employee comments, and other employment records.

Personnel records are the confidential property of STS and access to the information they contain is restricted. Generally, only individuals who have a legitimate reason to review information in a file can do so. Correction or alteration of any information in personnel files must be done only through written request.

Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review their own personnel files in STS's offices during regular business hours and in the presence of an individual appointed by STS to maintain files.

### **ANNUAL EVALUATION**

Each staff member will participate in an annual evaluation, conducted by administration. This evaluation process is intended to provide an opportunity for reflection and discussion on areas of strength and areas for improvement. Goals for the year will also be discussed.

### **APPROPRIATE COMMUNICATIONS, BEHAVIORS AND RELATIONSHIPS**

All employees should communicate carefully and effectively with students, colleagues, parents, school management and others in the school community in a manner that is professional and supportive, and based on integrity, trust and respect.

All Employees should ensure that they do not knowingly access, download, or otherwise have in their possession while engaged in school activities, inappropriate materials/images in electronic or other format.

All Employees must ensure that, at all times, relationships with colleagues and students are professional and in keeping with the codes of conduct (see *Code of Ethics of the Education Profession in Florida* and the *Principles of Professional Conduct for the Education Profession in Florida*.)

At no time, should any employee be on the school campus while under the influence of any substance that impairs their fitness to teach or otherwise work.

### **ATTENDANCE AND PUNCTUALITY**

Regular and prompt attendance is your individual responsibility and is essential to the efficiency and success of our organization. Absenteeism and/or tardiness disrupts work schedules and tends to place a burden on your co-workers who may have to assume your assignments. There may be times, of course, when illness or other bona fide reasons make it impossible for you to report to work.



While it is important that absenteeism and tardiness be kept to a minimum, it is equally important and your responsibility to provide the reason for your absence or tardiness and when you expect to return to work. This information is to be discussed at the time of your request and is essential for determining approval or disapproval.

If you must arrive at work late or leave early, it is mandatory that you receive approval from Administration.

### **CLASS MOVEMENT**

Teachers must supervise their classroom and hallways. Teachers are expected to assist administration in monitoring all areas of the school during class breaks, including the bathrooms and common areas.

### **COMMUNICATIONS**

Open communication is essential to harmonious employee relations. The most effective communication occurs on a day-to-day basis among all members of the team.

Staff members will have messages sent by email for telephone calls during the student day unless it is an emergency. Individual mailboxes will be assigned to every employee and it is important to check boxes at least once daily.

Email must be checked on a daily basis on regular work days and replies sent within 24 hours.

### **DAILY ATTENDANCE**

Each teacher is responsible for maintaining daily attendance. Attendance will need to be entered electronically. Patterns of non-attendance need to be discussed with parents and guidance.

### **DRESS CODE**

A higher standard of dress often encourages greater respect for yourself and others and results in a higher standard of behavior. All faculty and staff are expected to and are required to dress in a professional manner. All attire should be modest and appropriate. If there are any questions regarding attire, you should speak to your Principal. All determinations of appropriate and professional attire are the decision of the Principal.

### **EMPLOYMENT RELATIONSHIP**

Employment with STS (SouthTech Schools, Inc.) is on an at-will basis. While employees are provided with an annual employment agreement, please note that you enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, STS (SouthTech Schools) is free to conclude its relationship with any employee at any time for any reason or no reason. SouthTech Schools operates as an at-will employer.

Annual employment agreements will outline the number of work days and the daily working hours for each employee. The annual employment agreement will also outline the compensation the employee will earn if all work days, not including PTO, are completed during the annual period. If an employee is dismissed or resigns during the term of the annual employment agreement, final pay checks will be prorated based on the number of days an employee completed of the annual employment agreement.

Although all full-time employees are eligible for insurance on the first of the month following 30 days of employment, STS schools require an employee to complete a 90-day introductory period of employment. This notice informs you that your performance will be carefully monitored during this initial period of employment, and your employment status will be considered temporary until this 90-day introductory period has expired. If your performance meets STS requirements, the organization will then, at its own discretion, consider changing your employment status to regular full time. If your performance does not satisfy STS management during this period, it may be deemed grounds for dismissal regardless of any or all previous employment agreements. NOTE: Successful completion of the 90-day introductory period does not change the at-will employment status. Either the employee or the organization has the right to terminate employment at any time, with or without cause.

### **FIELD TRIPS**

Field trips should be approved by administration in advance of detailed planning. It is the teacher's responsibility to know and follow field trip guidelines.

### **FLORIDA RETIREMENT SYSTEM (FRS)**

SouthTech Schools is a member of the Florida Retirement System (FRS) and as such all **eligible** employees will be automatically added as per state regulations to the FRS system as members; you may not opt out. You will be required to complete some documentation initially and annually for the membership upkeep.

SouthTech Schools will follow all rules and regulations pursuant to the retirement processing including deducting the state mandated portion of retirement from your payroll each pay day as well as contributing the state mandated portion for employers each payday to be processed and paid in on a monthly basis, also state required.

Please note that the employee deduction and employer contribution is state controlled and can change annually. STS will have no authority to make any changes other than what the state requires.

This decision to enroll in FRS for your future retirement is a great benefit to you and your family and was made with our employees' wellbeing and futures in mind.

### **FUNDRAISING**

All fundraising activities for clubs or extra-curricular activities must be pre-approved by the Administration. Teachers or other staff responsible for fundraising activities should turn in all monies collected to the office on a daily basis after it has been counted, confirmed and logged on the club ledger/spreadsheet. Monies should never be left unsecured in a classroom or desk overnight.

### **GROUP INSURANCE PLAN**

STS provides benefits to its employees so that you and your family can enjoy a better way of life. All employees who work 30 hours or more per week are considered full time and are eligible for insurance. All full-time employees will be eligible for group insurance benefits the first of the month following the completion of 30 days of employment. Please review details regarding insurance benefits carefully. Booklets containing specific information on insurance benefits will be provided and updated as benefits change. It is STS's policy for employees to pay their portion of insurance premiums a month in advance.

### **KEY ASSIGNMENTS**

Employees are responsible for maintaining the security of the keys they are assigned.

### **Key Control**

Not following key policy can be grounds for dismissal.

- At no time will employees attach or wear school keys on a lanyard with SouthTech Schools identified.
- Keys will never be left unguarded.
- Unauthorized duplication of any key may be cause for dismissal
- Upon separation, all keys will be returned to Administration before leaving the premises.
- Immediate reporting of lost or stolen keys is mandatory. If a key is lost or stolen, its lock should immediately be replaced or re-keyed. Employees may be responsible for replacement costs.

## **NOTICE OF INJURY**

All accidents require a completed accident report, which will be reported to Human Resources.

## **OPEN HOUSE ATTENDANCE**

All staff will be required to attend orientations, open house or other assigned school events. Approximately seven (7) events per school year are planned and scheduled for two (2) hours during the evening hours.

## **PAID TIME OFF**

Paid Time Off (PTO) leave is earned as follows:

**PTO** is earned at the rate of one day per month. SouthTech Schools employees shall be credited with four (4) days of leave as of the last day of the 1<sup>st</sup> month of regular employment of each school year, and shall thereafter earn one (1) day of leave at the end of each calendar month provided that the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn no more than one (1) day of leave times the number of months of employment during the year of employment. PTO may be used in full day and half day increments only.

No more than (5) PTO days can be taken concurrently and ALL requests for Paid Time Off (except emergency and illness) must be approved in advance. If PTO is to be used as a personal day (as opposed to emergency or illness), employees are required to submit a leave request as early as possible. The Principal may deny any PTO requests if too many employees are scheduled to be off on one day in order to maintain the best instructional environment for students. In this instance, PTO will be approved on a first come first serve basis. All employees must notify their supervisor as soon as possible if they plan to use a PTO day due to emergency or illness. Maternity leave or emergency/illness leave is excluded from the 5 day PTO limit.

Scheduled absences must be approved/authorized by the Principal.

Any unauthorized absences over 3 (three) days require a written doctor's note.

## **Black out days for leave**

No leave will be given during the following dates unless prior approval is given by the Principal:

- The first two weeks of school opening;
- The last two weeks of school closing;
- Designated weeks of state assessment;
- Additional days concurrent to already scheduled Holidays.

### **Maternity/Extended leave**

SouthTech Schools, Inc. complies with the Family and Medical Leave Act (FMLA). This provides certain employees with up to 12 weeks of unpaid, job-protected leave per year (based on revolving 12-month period from the beginning of the first FMLA leave date). It also requires that group health benefits be maintained during the leave. FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women. FMLA applies to all public agencies, all public and private elementary and secondary schools, and companies with 50 or more employees. These employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons: for the birth and care of the newborn child of an employee; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition. Employees are eligible for leave if they have worked for their employer at least 12 months and at least 1,250 hours over the past 12 months.

Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours or work. Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

### **Compensatory Time**

Human Resources shall keep detailed, accurate records of the compensatory time granted and taken by an eligible employee. These records shall include a copy of the advance written agreement between the Executive Director and the eligible employee along with proof of time worked and documentation of hours completed in excess of a complete contractual work week. The scheduled use of accrued compensatory time must be approved by the Principal. All compensatory time accrued must be used by the eligible employee no later than the end of the school year in which it was earned.

### **Jury Duty**

If an employee is under subpoena for jury duty during the time normally engaged in regular professional duties, the employee shall make application for temporary duty elsewhere (TDE). The employee shall receive regular pay while on jury duty and shall remit to the school the amount of fees, less travel allowance received for jury duty. If upon reporting for jury duty, the employee is dismissed, prior to serving one-half day, the employee is to report back to the regular duty assignment.

### **PAYDAYS**

Employees will be paid on the fifteenth and the last day of each month. If a payday falls on a weekend, Saturday and Sunday dates, employees will be paid on the preceding Friday. The end of the month pay date will always fall on the last business day of the month.

Direct deposit is mandatory.

Paychecks are distributed on a 12-month cycle. Pay periods are designed on a two-week delay (i.e. Checks distributed on the last day of the month are for the hours worked from 1<sup>st</sup> to the 15<sup>th</sup> of that month).

Deductions are withheld from your paycheck for Social Security and Federal withholding taxes, as required by law. If you ever have questions about your paycheck or deductions, please see Human Resources.

## **PERFORMANCE STANDARDS**

The people at STS constitute the greatest strength of our school. It is our belief that most will perform consistently at a high level.

On the rare occasion when someone fails to perform to reasonable standards, it is our policy to encourage constructive instruction and feedback as a first resort in most cases. Generally, formal corrective action measures will be used when performance issues are not corrected, following coaching and counseling efforts, or in cases of genuine misconduct or disregard for safety. No rule can be written to cover all offenses or violations that may be cause for taking corrective action. The degree of discipline will be based on circumstances and the team member's previous record.

### **Misconduct**

For certain acts of dishonesty or misconduct, discharge may be the appropriate measure, without regard to progressive disciplinary steps. The following are examples of the events that would be cause for immediate discharge:

- Violation of Substance Abuse Policy;
- Verbal or physical threats of any nature against the school and/or its representatives, parents or students;
- Fighting;
- Providing false information or omitting important information on school records;
- Unauthorized removal or attempted removal of school property;
- Intentional damage to property or product;
- Negligent or unruly behavior resulting in property damage or personal injury;
- Possession of weapons on school property;
- Walking off the job;
- Failure to return in a timely fashion from an approved leave of absence;
- Being employed while on leave, without prior approval;
- Sleeping during class time;
- Willful or repeated violation of the safety rules or work practices at STS;
- Insubordination;
- Excessive Absenteeism.

According to Florida Statute 231.26, Employees are required to self-report any criminal charges or motor vehicle violations that involve alcohol or drugs to their immediate supervisor the next working day after the charge. Employees also must report what happens once they go to court. They must report any conviction or plea the next business day. Failure to self-report is grounds for immediate dismissal.

## **PROFESSIONAL ETHICS**

An effective educational program requires the services of personnel of integrity, high ideals, and human understanding. All employees shall be expected to maintain and promote these qualities. The Board shall also expect all administrative, instructional, and support staff members to adhere to the *Code of Ethics of the Education Profession in Florida* and the *Principles of Professional Conduct for the Education Profession in Florida*.

It is the duty of all employees to report to the Principal or designee alleged misconduct by any employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.

### **PUBLIC INFORMATION REQUESTS**

Refer all media, interviews, and requests for information to the Executive Director Executive Director

### **REIMBURSEMENTS**

Any purchases made by an individual for school benefit may be eligible for reimbursement. Any purchase submitted for reimbursement must be pre-approved by administration.

### **REPLACEMENT OF PERSONAL OR STS PROPERTY**

All employees are expected to respect the property of others, including STS property. STS property includes office supplies and or services, postage, tools, equipment, misuse of telephones, etc. Use or theft of STS property and/or services without proper authorization will result in disciplinary action being taken, up to and including discharge.

All incidents of theft or damage involving personal or STS property should be reported to the Principal. To prevent theft, it is very important that all employees make sure they secure all equipment at the end of their regular day. The employee will bear the responsibility of replacing any lost or stolen items that are under their responsibility.

STS is not responsible for lost, stolen or misplaced personal items. It is the employee's responsibility to provide necessary security for his or her own personal items. Any theft should be reported to the Principal. Under no circumstances will STS make reimbursement for lost or damaged personal items.

### **REPORTING CHILD ABUSE**

All cases of child abuse, suspected or confirmed, must be reported to the appropriate state agency and an administrator immediately.

All staff is mandated by Florida Statute 39 to directly report any suspicion of child abuse, child neglect, child sexual abuse, and/or exploitation of children, elderly or adults. In all cases the state of Florida law on reporting child abuse and neglect should be followed by calling the State Abuse Registry at 1-800-962-2873. The Principal and other appropriate administrators must be notified on the same day.

Any employee who is observed or alleged to engage in child abuse or neglect is reported in the same manner as outlined above. The employee will be suspended or reassigned until an investigation can be completed.

### **SAFETY & EMERGENCY PROCEDURES**

Each STS employee is responsible for reading, understanding, and following all safety and emergency plans.

### **SAFETY STATEMENT**

At STS, we will attain and sustain safety excellence in the operation of our facilities. The protection of each member of our team, our students, our environment, and the citizens of the community in which we operate is our primary objective. We will not compromise accident and injury prevention for any reason. Team members at STS are responsible to take all measures to prevent injuries and illnesses and must recognize and accept that working safely is a condition of employment.

### **SEVERE WEATHER INFORMATION**

Each SouthTech school will follow the same instructions as their local district in case of severe weather emergencies. Parents and faculty should watch the local news for information about district school closings.

### **STAFF DEVELOPMENT**

All STS employees will be required to participate in any school-wide professional development opportunities as scheduled. In addition, all teachers are required to complete the required professional development for obtaining and maintaining a professional teaching certificate. While STS will assist teachers in knowing and completing the requirements for certification, it is ultimately the responsibility of the teacher to assure that these requirements are met in order to maintain required certifications.

### **STAFF SIGN-IN and SIGN-OUT**

All employees, excluding administrative staff, will adhere to the following policies to verify attendance and hours worked. Immediately upon arriving for duty at the school site, each staff member MUST report to the main office and complete the daily sign-in log. Although there is no requirement to sign-out at the end of the work day, any employee leaving campus during their work day is required to sign-out and obtain administrative approval. If the employee is returning during the normal assigned work day, they should sign back-in upon return.

### **STUDENT INFORMATION**

Each STS staff member must comply with HIPPA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act) regulations.

### **TECHNOLOGY GUIDELINES:**

#### **Management's Right to Access Information**

STS's computers, telephone, and communication hardware and software systems ("Systems") have been installed and are used to facilitate school communications. Although each employee has an individual password to access these Systems, they belong to STS and the contents of communications are accessible at all times by the administration for any business purpose. These Systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems. All Systems messages are STS records. The contents of our Systems may be disclosed to STS administration without your permission. Therefore, you should not assume that messages and communications are confidential. Back-up copies of communications may also be maintained and referenced.

#### **Social Media**

It is the company policy that no employee "friend" a student or parent on Facebook or any other social media. If parents or students have questions regarding school activities, policies, etc. they may email you, check the school website or contact you or your Principal.

#### **Personal Use of STS's Computer Systems**

Because STS provides the Systems to assist you in the performance of your job, you should use them only for official business. We reserve the right to access and disclose as necessary all communications on our Systems without regard to content. Since your personal communications can be accessed without prior notice, you should not use our Systems to transmit any messages or to access any information you would not want read by any third party. You should not use the System for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender, or for emotional responses to business correspondence or work situations. You should also not use these Systems for such purposes as soliciting for commercial ventures, religious or personal causes, outside organizations, or other similar, non-job-related solicitations. Although incidental and occasional personal use of our Systems are permitted, these communications will be treated the same as other communications. However, you are prohibited from accessing or downloading information from the Internet for your personal use. Employees must not attempt to access another employee's files or e-mail messages without the latter's express permission.

### **Forbidden Content of Communications**

There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment to, or disparagement of, others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs. Violation of this policy will result in appropriate disciplinary action up to and including termination.

### **STUDENT NON-FRATERNIZATION POLICY**

STS expects all staff members, including teachers, coaches, counselors, administrators, board members, support staff and others, to maintain the highest professional, moral and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers.

All school staff are expected to accept responsibility for their conduct, and to understand that their conduct may be regarded as representative of the entire SouthTech Schools organization, and that even off-duty conduct may adversely affect the abilities of a staff member to effectively perform his/her job duties. Staff is expected to abide by a professional standard of conduct and model good citizenship for students, parents, and the community.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in an educational setting; and consistent with the educational mission of the schools. Even if a student participates willingly in an activity, prohibited interactions between staff and students (regardless of the student's age) are a violation of this policy.

Specifically, STS expects that its staff maintain appropriate professional relationships with students in particular, and any youth in general, and be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Employees must understand that even an appearance of inappropriate relationships will adversely impact their effectiveness in the school environment. Therefore, employees must be diligent in maintaining the highest ethical standards when interacting with youth both



inside and outside the school environment and are strictly prohibited from forming such personal relationships with students outside the classroom.

### **Prohibited Conduct**

Staff is prohibited from engaging in any of the following types of conduct, regardless of whether the conduct occurs on or off school property or during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed:

- (a) Engaging in any romantic or sexual relationships with students, including dating, flirting, sexual contact, inappropriate physical displays of affection, or sexually suggestive comments between staff and students, regardless of whether staff or student initiates the behavior, whether the relationship is consensual, or whether the student has parental permission;
- (b) Fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional staff-student relationship and in which the relationship could reasonably cause a student to view the staff person as more than a teacher, administrator, or advisor;
- (c) Initiating or continuing communications with students for reasons unrelated to any appropriate purpose, including oral or written communication; telephone calls; electronic communication such as texting, instant messaging, email, chat rooms, Facebook or other social networking sites; webcams; photographs, electronic and online communications with students, including those through personal accounts, should be accessible to supervisors and professional in content and tone;
- (d) Socializing with students outside of class time for reasons unrelated to any appropriate purpose;
- (e) Providing alcohol (regardless of age) or drugs of any kind (except for those provided in accordance with policy on medication administration) to students.

### **Reporting Procedures**

- (a) **Duty to Report.** Any person with knowledge or suspicion of an improper relationship between staff and a student must immediately report the conduct to school administration. Nothing in this paragraph is intended to relieve mandated reporters of their obligations under state and local statutes.
- (b) **Protection from Retaliation.** Staff who makes a good-faith report of a suspected fraternization violation, or who cooperates in inquiries or investigations related to the investigation of such a report, shall be protected from retaliation.

STS will take appropriate disciplinary action, up to and including dismissal, against any staff found to have violated this non-fraternization policy.



## **Welcome to SouthTech Schools**

### **ACKNOWLEDGEMENT OF RECEIPT of Employee Handbook**

This acknowledges receipt of the SouthTech Schools, Inc. (STS) Employee Handbook. I understand that this Handbook supersedes any previously issued Handbook or other information, and that STS retains the right to change this Handbook as required.

I understand that nothing in this Handbook is intended to create any type of employment agreement or guarantee of hours of work. I realize that either STS or I can terminate the employment relationship at any time with or without cause.

I further understand that it is my responsibility to fully read and comply with all the rules and regulations in this Handbook and with any other safety policies with which I have been provided. I agree to insert and replace any revised or new policies, rules or regulations as implemented by STS, and will comply with them as they are implemented.

---

Team Member Signature

Date

---

Printed Name of Team Member

**Motion:**

I recommend that the Board approve and ratify the monthly financial statements for month ending May 31, 2021 and June 30, 2021 required by the Sponsor.

**Summary Information:**

The State statutes and the Palm Beach County School District require charter schools to provide financial statements on a monthly basis in the format that School Districts are required to follow. This format is prescribed by the Governmental Accounting Standards Board (GASB).

The monthly statements include:

1. Statement of Revenues, Expenditures and Changes in Fund Balance Budget to Actual
2. The combined Statement of Revenues, Expenditures and Changes in Fund Balance
3. A Combined Balance Sheet – All Fund Types

Quarterly, a Statement of Net Assets is also required. This is provided in March, June, September and December.

Attachments: Monthly Financial Statements

**Presented By:**

Ginger DeKalb, Accounting Manager

**Financial Impact:**

There is no financial impact for this item.

**Governmental Accounting Standards Board (GASB) Monthly Financial Form**  
**South Tech Prep Academy with MSID Number 3441**  
**Palm Beach County, Florida**  
**For the Month Ended May 31, 2021 and For the Year Ending June 30, 2021**  
**May 31, 2021**

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>						
Cash and cash equivalents	1110	\$ 926,945	\$ -	\$ -	\$ -	\$ 926,945
Investments	1160					-
Grant receivables	1130	25,647				25,647
Other current assets	12XX	47,528				47,528
Deposits	1210	87,400				87,400
Due from other funds	1140	39,449				39,449
Other long-term assets	1400					-
Total Assets		<u>\$ 1,126,969</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,126,969</u>
<b>LIABILITIES AND FUND BALANCE</b>						
Liabilities						
Accounts payable	2120	\$ 14,054	\$ -	\$ -	\$ -	\$ 14,054
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	29,049				29,049
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX					-
Total Liabilities		<u>43,103</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,103</u>
Fund Balance						
Nonspendable	2710	134,928				134,928
Restricted	2720					-
Committed	2730					-
Assigned	2740	118,840				118,840
Unassigned	2750	830,098				830,098
Total Fund Balance		<u>1,083,866</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,083,866</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<u><b>\$ 1,126,969</b></u>	<u><b>\$ -</b></u>	<u><b>\$ -</b></u>	<u><b>\$ -</b></u>	<u><b>\$ 1,126,969</b></u>

**South Tech Prep Academy with MSID Number (3441)**  
**Palm Beach County, Florida**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)**  
**For the Month Ended May 31, 2021 and For the Year Ending June 30, 2021**

FTE Projected		535		98% Percent of Projected					
FTE Actual		525							
		General Fund				Special Revenue			
	Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues									
FEDERAL SOURCES									
	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	-	%
	3200					54,918	400,572	268,844	149%
STATE SOURCES									
	3310	290,475	3,081,172	3,225,366	96%				
	3397			-					
	3355	41,132	452,452	498,505	91%				
	3361								
	33XX	4,048	11,088	37,770	29%				
LOCAL SOURCES									
	3430	76	712	1,100	65%				
	3413								
	34XX	16,577	68,790	334,429	21%				
Total Revenues		352,308	3,614,214	4,097,170	88%	54,918	400,572	268,844	149%
Expenditures									
Current Expenditures									
	5000	128,684	1,359,362	1,795,488	76%	15,460	238,273	174,749	136%
	6000	8,210	224,028	263,908	85%	24,083	142,923	94,095	152%
	7100	1,987	37,440	33,082	113%				
	7200	12,395	130,289	145,163	90%				
	7300	34,664	378,336	422,951	89%				
	7400					-	-	-	
	7500	5,766	78,260	92,483	85%				
	7600								
	7700	12,556	64,221	61,357	105%				
	7800	30,769	220,345	315,000	70%				
	7900	69,110	733,199	1,000,172	73%	1,428	26,168	-	
	8100	3,316	54,308	55,523	98%				
	8200	5,215	62,120	65,316	95%				
	9100	2,537	48,308	100,000	48%				
	9200								
Total Expenditures		315,209	3,390,216	4,350,443	78%	40,971	407,364	268,844	152%
Excess (Deficiency) of Revenues Over Expenditures		37,099	223,998	(253,273)	-88%	13,947	(6,792)	-	
Other Financing Sources (Uses)									
	3600	35,546	253,535	361,000		-	6,792		
	9700	-	(6,792)			(13,947)	-		
Total Other Financing Sources (Uses)		35,546	246,743	361,000	68%	(13,947)	6,792	-	
Net Change in Fund Balances		72,645	470,741	107,727		-	-	-	
		1,011,221	614,559	724,704	85%				
		-	(1,434)						
Fund Balances, Beginning as Restated		1,011,221	613,125	724,704	85%	-	-	-	
Fund Balances, Ending		\$ 1,083,866	\$ 1,083,866	832,431	130%	\$ -	\$ -	-	%

Debt Service				Capital Outlay				Total Governmental Funds			
Month/ Quarter			% of YTD	Month/ Quarter			% of YTD	Month/ Quarter			% of YTD
Actual	YTD Actual	Annual Budget	Actual to Annual Budget	Actual	YTD Actual	Annual Budget	Actual to Annual Budget	Actual	YTD Actual	Annual Budget	Actual to Annual Budget
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	-	-	-	%
								54,918	400,572	268,844	149%
								290,475	3,081,172	3,225,366	96%
				21,599	253,535	264,784	96%	21,599	253,535	264,784	96%
								41,132	452,452	498,505	91%
								-	-	-	
								4,048	11,088	37,770	29%
								76	712	1,100	65%
							%	-	-	-	
								16,577	68,790	334,429	21%
-	-	-		21,599	253,535	264,784	96%	428,825	4,268,321	4,630,798	92%
								144,144	1,597,635	1,970,237	81%
								32,293	366,951	358,003	102%
								1,987	37,440	33,082	113%
								12,395	130,289	145,163	90%
								34,664	378,336	422,951	89%
								-	-	-	
								5,766	78,260	92,483	85%
								-	-	-	
								12,556	64,221	61,357	105%
								30,769	220,345	315,000	70%
								70,538	759,367	1,000,172	76%
								3,316	54,308	55,523	98%
								5,215	62,120	65,316	95%
								2,537	48,308	100,000	48%
								-	-	-	
-	-	-		-	-	-		356,180	3,797,580	4,619,288	82%
-	-	-		21,599	253,535	264,784	96%	72,645	470,741	11,511	4090%
				(21,599)	(253,535)	(361,000)		35,546	260,327	361,000	
								(35,546)	(260,327)	(361,000)	
-	-	-		(21,599)	(253,535)	(361,000)		-	-	-	
-	-	-		-	-			72,645	470,741	11,511	
								1,011,221	614,559	724,704	85%
								-	(1,434)	-	
-	-	-		-	-	-		1,011,221	613,125	724,704	85%
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ 1,083,866	\$ 1,083,866	\$ 736,215	147%

**Governmental Accounting Standards Board (GASB) Monthly Financial Form**  
**South Tech Prep Academy with MSID Number 3441**  
**Palm Beach County, Florida**  
**For the Month Ended June 30, 2021 and For the Year Ending June 30, 2021**  
**June 30, 2021**

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>						
Cash and cash equivalents	1110	\$ 943,900	\$ -	\$ -	\$ -	\$ 943,900
Investments	1160					-
Grant receivables	1130	21,598				21,598
Other current assets	12XX	83,910				83,910
Deposits	1210	87,400				87,400
Due from other funds	1140	74,439				74,439
Other long-term assets	1400					-
Total Assets		<u>\$ 1,211,247</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,211,247</u>
<b>LIABILITIES AND FUND BALANCE</b>						
Liabilities						
Accounts payable	2120	\$ 24,665	\$ -	\$ -	\$ -	\$ 24,665
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	21,954				21,954
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX					-
Total Liabilities		<u>46,619</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>46,619</u>
Fund Balance						
Nonspendable	2710	171,310				171,310
Restricted	2720					-
Committed	2730					-
Assigned	2740	118,840				118,840
Unassigned	2750	874,479				874,479
<b>Total Fund Balance</b>		<u>1,164,629</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,164,629</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<u>\$ 1,211,247</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,211,247</u>

**South Tech Prep Academy with MSID Number (3441)**  
**Palm Beach County, Florida**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)**  
**For the Month Ended June 30, 2021 and For the Year Ending June 30, 2021**

FTE Projected FTE Actual	535	98% Percent of Projected							
	525	General Fund				Special Revenue			
	Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues									
FEDERAL SOURCES									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	-	%
Federal through state and local	3200					50,132	450,704	268,844	168%
STATE SOURCES									
FEFP	3310	280,268	3,361,440	3,225,366	104%				
Capital outlay	3397			-					
Class size reduction	3355	41,132	493,584	498,505	99%				
School recognition	3361								
Other state revenue	33XX	8,830	19,918	37,770	53%				
LOCAL SOURCES									
Interest	3430	77	789	1,100	72%				
Local capital improvement tax	3413								
Other local revenue	34XX	7,282	76,072	334,429	23%				
Total Revenues		337,589	3,951,803	4,097,170	96%	50,132	450,704	268,844	168%
Expenditures									
Current Expenditures									
Instruction	5000	142,182	1,501,544	1,795,488	84%	10,302	248,575	174,749	142%
Instructional support services	6000	21,651	245,679	263,908	93%	35,528	178,451	94,095	190%
Board	7100	5,680	43,120	33,082	130%				
General administration	7200	12,156	142,445	145,163	98%				
School administration	7300	48,845	427,181	422,951	101%				
Facilities and acquisition	7400					-	-	-	
Fiscal services	7500	6,280	84,540	92,483	91%				
Food services	7600								
Central services	7700	4,608	68,829	61,357	112%				
Pupil transportation services	7800	(43,806)	176,539	315,000	56%				
Operation of plant	7900	70,415	803,614	1,000,172	80%	(2,490)	23,678	-	
Maintenance of plant	8100	3,023	57,331	55,523	103%				
Administrative technology services	8200	5,215	67,335	65,316	103%				
Community services	9100	6,113	54,421	100,000	54%				
Debt service	9200								
Total Expenditures		282,362	3,672,578	4,350,443	84%	43,340	450,704	268,844	168%
Excess (Deficiency) of Revenues Over Expenditures		55,227	279,225	(253,273)	-110%	6,792	-	-	
Other Financing Sources (Uses)									
Transfers in	3600	28,390	275,133	361,000		-	-		
Transfers out	9700	-	-			(6,792)	-		
Total Other Financing Sources (Uses)		28,390	275,133	361,000	76%	(6,792)	-	-	
Net Change in Fund Balances		83,617	554,358	107,727		-	-	-	
Fund balances, beginning		1,083,866	614,559	724,704	85%				
Adjustments to beginning fund balance		(2,854)	(4,288)						
Fund Balances, Beginning as Restated		1,081,012	610,271	724,704	84%	-	-	-	
Fund Balances, Ending		\$ 1,164,629	\$ 1,164,629	832,431	140%	\$ -	\$ -	-	%



Debt Service			
Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

\$ -	\$ -	\$ -	%
------	------	------	---

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

(21,598)	(275,133)	(361,000)	
----------	-----------	-----------	--

(21,598)	(275,133)	(361,000)	
----------	-----------	-----------	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

\$ -	\$ -	\$ -	%
------	------	------	---

Capital Outlay			
Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

\$ -	\$ -	\$ -	%
------	------	------	---

21,598	275,133	264,784	104%
--------	---------	---------	------

			%
--	--	--	---

21,598	275,133	264,784	104%
--------	---------	---------	------

-	-	-	
---	---	---	--

21,598	275,133	264,784	104%
--------	---------	---------	------

(21,598)	(275,133)	(361,000)	
----------	-----------	-----------	--

(21,598)	(275,133)	(361,000)	
----------	-----------	-----------	--

-	-		
---	---	--	--

-	-	-	
---	---	---	--

-	-	-	
---	---	---	--

\$ -	\$ -	\$ -	%
------	------	------	---

Total Governmental Funds			
Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget

Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
----------------	------------	---------------	----------------------------------

-	-	-	%
---	---	---	---

50,132	450,704	268,844	168%
--------	---------	---------	------

280,268	3,361,440	3,225,366	104%
---------	-----------	-----------	------

21,598	275,133	264,784	104%
--------	---------	---------	------

41,132	493,584	498,505	99%
--------	---------	---------	-----

-	-	-	
---	---	---	--

8,830	19,918	37,770	53%
-------	--------	--------	-----

77	789	1,100	72%
----	-----	-------	-----

-	-	-	
---	---	---	--

7,282	76,072	334,429	23%
-------	--------	---------	-----

409,319	4,677,640	4,630,798	101%
---------	-----------	-----------	------

152,484	1,750,119	1,970,237	89%
---------	-----------	-----------	-----

57,179	424,130	358,003	118%
--------	---------	---------	------

5,680	43,120	33,082	130%
-------	--------	--------	------

12,156	142,445	145,163	98%
--------	---------	---------	-----

48,845	427,181	422,951	101%
--------	---------	---------	------

-	-	-	
---	---	---	--

6,280	84,540	92,483	91%
-------	--------	--------	-----

-	-	-	
---	---	---	--

4,608	68,829	61,357	112%
-------	--------	--------	------

(43,806)	176,539	315,000	56%
----------	---------	---------	-----

67,925	827,292	1,000,172	83%
--------	---------	-----------	-----

3,023	57,331	55,523	103%
-------	--------	--------	------

5,215	67,335	65,316	103%
-------	--------	--------	------

6,113	54,421	100,000	54%
-------	--------	---------	-----

-	-	-	
---	---	---	--

325,702	4,123,282	4,619,288	89%
---------	-----------	-----------	-----

83,617	554,358	11,511	4816%
--------	---------	--------	-------

28,390	275,133	361,000	
--------	---------	---------	--

(28,390)	(275,133)	(361,000)	
----------	-----------	-----------	--

-	-	-	
---	---	---	--

83,617	554,358	11,511	
--------	---------	--------	--

1,083,866	614,559	724,704	85%
-----------	---------	---------	-----

(2,854)	(4,288)	-	
---------	---------	---	--

1,081,012	610,271	724,704	84%
-----------	---------	---------	-----

\$ 1,164,629	\$ 1,164,629	\$ 736,215	158%
--------------	--------------	------------	------

**Motion:**

I recommend that the Board approve the consulting agreement with The Stepping Stones Group LLC for Speech-Language Pathology and other services offered as needed.

**Summary Information:**

The Stepping Stone Group LLC is able to provide the following services under this Agreement and the corresponding hourly bill rates for each service are listed below. These expenses are primarily paid with IDEA Grant funds.

<b>Specialty</b>	<b>Hourly Rate</b>
Speech Pathology	\$63.00
Occupational Therapy	\$65.00 1 hour minimum per visit
Physical Therapy	\$65.00 1 hour minimum per visit
School Psychologist	\$68.00
ESE Specialist	\$60.00
Board Certified Behavior Analyst	\$70.00
Board Certified Assistant Behavior Analyst	\$50.00
Registered Nurse	\$55.00
Licensed Practical Nurse	\$45.00
Teacher of the Visually Impaired	\$65.00
Sign Language Interpreter	\$68.00
Deaf and Hard of Hearing	\$65.00

Attachment: The Stepping Stones Group LLC Consulting Agreement SY2021-2022.

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

The financial impact for this item is approximately \$91,000 to be proportionally distributed between SouthTech Academy and SouthTech Preparatory Academy.  
The amount of \$85,000 is in the SY22 IDEA grant budget.

## AGREEMENT

This Agreement is made and entered on July 28, 2021 by and between THE STEPPING STONES GROUP LLC, Regional Office located at 551 NW 77<sup>th</sup> Street Suite 111 Boca Raton, FL 33487 hereinafter referred to as “Contractor” and, SOUTH TECH CHARTER ACADEMY, INC. d/b/a SOUTH TECH PREPARATORY ACADEMY, 1325 Gateway Blvd., Boynton Beach, FL 33426, hereinafter referred to as “School.” It is hereby agreed as follows:

**TERM:** The Agreement will commence on August 1, 2021 and shall and continue through the end of the 2021-2022 school year, and unless either party notifies the other party in writing prior to sixty (60) days before the beginning of the next succeeding school year, the Agreement shall be deemed to be automatically renewed for the next succeeding school year.

**SERVICES, RATES AND BILLING:** Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement in accordance with the needs of the students and or upon request of the School. All services shall be appropriately documented in accordance with School policies and procedures. All professionals shall be duly licensed and or certified as required by the School and or by the State of Florida, shall comply with the Jessica Lunsford Act and shall be fingerprinted and security cleared prior to having any contact with students.

School agrees to be billed by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School with no mark-up. School agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

**PAYMENT TERMS:** School will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School agrees and understands that School is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School will complete the Billing Details just above the signature section of this Agreement. All payments shall be mailed to the Contractor’s lockbox address (provided below) or via ACH as may be arranged.

The Stepping Stones Group, LLC  
PO Box 6280  
Carol Stream, IL 60197

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School. If payment of invoices is not current, Contractor may suspend performing further work.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and general and professional liability insurance including Workers' Compensation coverage.

**NONDISCRIMINATION:** Contractor warrants and represents that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

**NO SOLICITATION:** During the term of this Agreement and for a period of two years after the termination of this Agreement, School agrees not to contract with directly or indirectly, offer employment to or hire any employee of the Contractor assigned to School or any candidate submitted by Contractor to School. School agrees that liquidated damages may be assessed and recovered by Contractor.

**CONFIDENTIALITY:** School agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration, and terms, etc. to the Contractor's employee assigned to provide services to the School. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. Contractor agrees that it is subject to all federal and state laws and School policies relating to the confidentiality of student information and shall comply with the Family Educational Rights and Privacy Act (FERPA). No knowledge, possession, or use of School's confidential information will be imputed to Contractor because of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**COOPERATION:** School agrees to cooperate fully and to help Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**DEFICIENCIES:** Should (a) Contractor's employee assigned to School is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School commits an act of professional or ethical misconduct. School agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice.

**TERMINATION:** Either party may terminate this Agreement with or without cause by providing a sixty (60) day advance written notice to the other party. The School may not terminate the Agreement while in monetary default of the Agreement. Contractor may terminate this Agreement if School discontinues operations or if School fails to make any payments as required by this Agreement.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by law, Contractor will defend, indemnify, and hold School and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School or School's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.



## THE STEPPING STONES GROUP

Transforming Lives Together

### Corporate Office

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

[www.thesteppingstonesgroup.com](http://www.thesteppingstonesgroup.com)

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Florida. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Florida. Both parties hereby consent to the jurisdiction and venue of such courts.

**NOTICES:** Notices to Contractor shall be sent to:

The Stepping Stones Group  
2586 Trailridge Drive East, Suite 100  
Lafayette, CO 80026

With a copy to:  
The Stepping Stones Group  
551 NW 77<sup>th</sup> Street Suite 111  
Boca Raton, FL 33487

Notices to School shall be sent to:

South Tech Preparatory Academy  
1325 Gateway Blvd. #8304  
Boynton Beach, FL 33426

**GENERAL:** No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



**THE STEPPING STONES GROUP**  
Transforming Lives Together

**Corporate Office**

2586 Trailridge Drive East, Suite 100  
Lafayette, CO 80026  
Ph: 800-337-5965 Fax: 800-822-8287  
www.thesteppingstonesgroup.com

**BILLING DETAILS FOR SCHOOL:**

Billing Contact Name/Title: Ginger DeKalb/Accounting

Billing Email/Phone: ginger.dekalb@pbcharterschools.org/561-369-7000

Mailing Address (for invoice): 6161W Woolbright Road Boynton Beach, FL 33437

Special Billing Instructions: \_\_\_\_\_

Signed for Contractor:

Signature: \_\_\_\_\_

Name: Victor Suvall

Title: Executive Director

Date: \_\_\_\_\_

Signed for School:

Signature: \_\_\_\_\_

Name: Robert M. Kesten

Title: Board Chair

Date: \_\_\_\_\_

## **Appendix A**

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<b><u>Specialty</u></b>	<b><u>Hourly Rate</u></b>
Speech Pathology	\$63.00
Occupational Therapy	\$65.00 1 hour minimum per visit
Physical Therapy	\$65.00 1 hour minimum per visit
School Psychologist	\$68.00
ESE Specialist	\$60.00
Board Certified Behavior Analyst	\$70.00
Board Certified Assistant Behavior Analyst	\$50.00
Registered Nurse	\$55.00
Licensed Practical Nurse	\$45.00
Teacher of the Visually Impaired	\$65.00
Sign Language Interpreter	\$68.00
Deaf and Hard of Hearing	\$65.00



**Board Meeting  
August 12, 2021**

**Governing Board of Directors  
South Tech Preparatory Academy, Inc.**

**Agenda Item  
PF-3**

**Motion:**

I recommend that the Board approve the amended STPA Operating Budget for SY21.

**Summary Information:**

Adjustments have been made to the original budget to reflect proposed changes in revenues and expenditures. These adjustments are made in compliance with the School District of Palm Beach County and do not affect our June financials.

Attachment: Amended STPS SY21 Operating Budget

**Presented By:**

Ginger DeKalb, Finance Manager

**Financial Impact:**

The amended budget reflects actual revenues and expenses.

## South Tech Preparatory Academy - SY21 Amended Budget

SY21 Amended Budget  
Based on 525 Students  
June 2021

### Revenues:

#### General Operating - FEFP

3310000 · Base Student Allocation	3,361,440
3355000 · Class Size Reduction	493,584
3310390 - FEFP for Capital Projects	275,133

<b>Total General Operating - FEFP</b>	<b>\$ 4,130,157</b>
---------------------------------------	---------------------

#### General Operating - Other

343100 - Interest on Investments	789
33xx000 - Other State Revenue	19,918

<b>Total General Operating - Other</b>	<b>\$ 20,707</b>
--	------------------

<b>Total Other Local Revenue</b>	<b>\$ 76,072</b>
----------------------------------	------------------

#### Federal Grant Revenue

3240000 · Title 1	168,843
3230000 - IDEA Grant	94,327
3250000 - Title II	31,054
3260000 - Title III	14,756
3250000 - Title IV	22,609
3290000 - Geers	23,754
3293000 - ESSER	95,361

<b>Total Federal Grant Revenue</b>	<b>\$ 450,704</b>
------------------------------------	-------------------

<b>Total Revenue</b>	<b>\$ 4,677,640</b>
----------------------	---------------------

### Operating Expenses

Total 5100000 · Instruction	1,416,549
Total 5200000 · ESE Instruction	72,389
Total 5600000 · Classroom Costs	12,606
Total 6100000 · Instructional Support Services	213,278
Total 6400000 · Instructional/Staff Prof Dev	20,695
Total 6500000 · Instructional Tech	11,706
Total 7100000 · Board Expenses	43,120
Total 7200000 · General Administration	142,445
Total 7300000 · School Administration	427,181
Total 7500000 · Fiscal Services	84,540
Total 7700000 · Central Services	68,829
Total 7800000 · Transportation	176,539
Total 7900000 · Operation of Plant	803,614
Total 8100000 · Maintenance of Plant	57,331
Total 8200000 · Technology Services	67,335

<b>Total Operating Expenses</b>	<b>\$ 3,618,157</b>
---------------------------------	---------------------

<b>Total Federal Grant Expenses</b>	<b>\$ 450,704</b>
-------------------------------------	-------------------

<b>Total Internal Account Expenses</b>	<b>\$ 54,421</b>
--	------------------

<b>Total Expenses</b>	<b>\$ 4,123,282</b>
-----------------------	---------------------

<b>Profit/(Loss)</b>	<b>\$ 554,358</b>
----------------------	-------------------