Agenda

October 25, 2024
School Board of Manatee County
Workshop - 9:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

I. CALL TO ORDER

II. PUBLIC COMMENTS

Public comment is not an open forum to discuss matters unrelated to education, to support or oppose candidates for public office, or to engage in commercial speech attempting to sell a service or product to the School Board or public. Also, public comment is not a forum to attack individual school system employees or Board Members. Any such complaints should be submitted in writing to the Superintendent for appropriate handling. Finally, this is not a forum for addressing issues involving individual students. Because of privacy concerns, such issues should be submitted in writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

This is a business meeting of the School Board and the public expects that we conduct it in an orderly, efficient, effective and dignified manner. We request that speakers keep this in mind when making your comments. We also request that the audience keep that in mind and not demonstrate approval or disapproval of what a speaker has said by clapping or booing. The Board appreciates the public's input and will listen attentively, consider each comment, and usually will not respond, enter into debate, or answer questions during comments on agenda items or during the public comments section.

PUBLIC INPUT INSTRUCTIONS:
1. Before you begin speaking, please provide any handouts to the Agency Clerk.
2. Please identify yourself only by your full name for the record.
3. You have no more than three minutes to speak. Please stop speaking when the bell rings.
4. Florida Law requires all citizens to conduct themselves in an orderly fashion at public meetings.
5. **WARNING:** Any individual who interferes with the expeditious or orderly process of a School Board meeting, will be subject to removal from the meeting pursuant to Section 1001.372(3) Florida Statutes at the discretion of the Chair. Orderly fashion is deemed as, at a minimum (1) no profanity (2) no vulgar language (3) no discourteous, disrespectful, or disparaging conduct.

III. WORKSHOP

1. Audit Committee Update
2. Update on MTC Project EDGE Program
3. Discussion Regarding Superintendent Contract

4. READY 2026 Strategic Plan Update

IV. ADJOURNMENT

AGENDA ITEM NO. III.1

School Board of Manatee County
October 25, 2024 - Workshop

Title
Audit Committee Update

Executive Summary
Mr. Jim Daniels, Chair of the Audit Committee, will present an update regarding the Audit Committee.

Contact
School Board Item | Mr. Jim Daniels, Chair Audit Committee

AGENDA ITEM NO. III.2

School Board of Manatee County
October 25, 2024 - Workshop

Title
Update on MTC Project EDGE Program

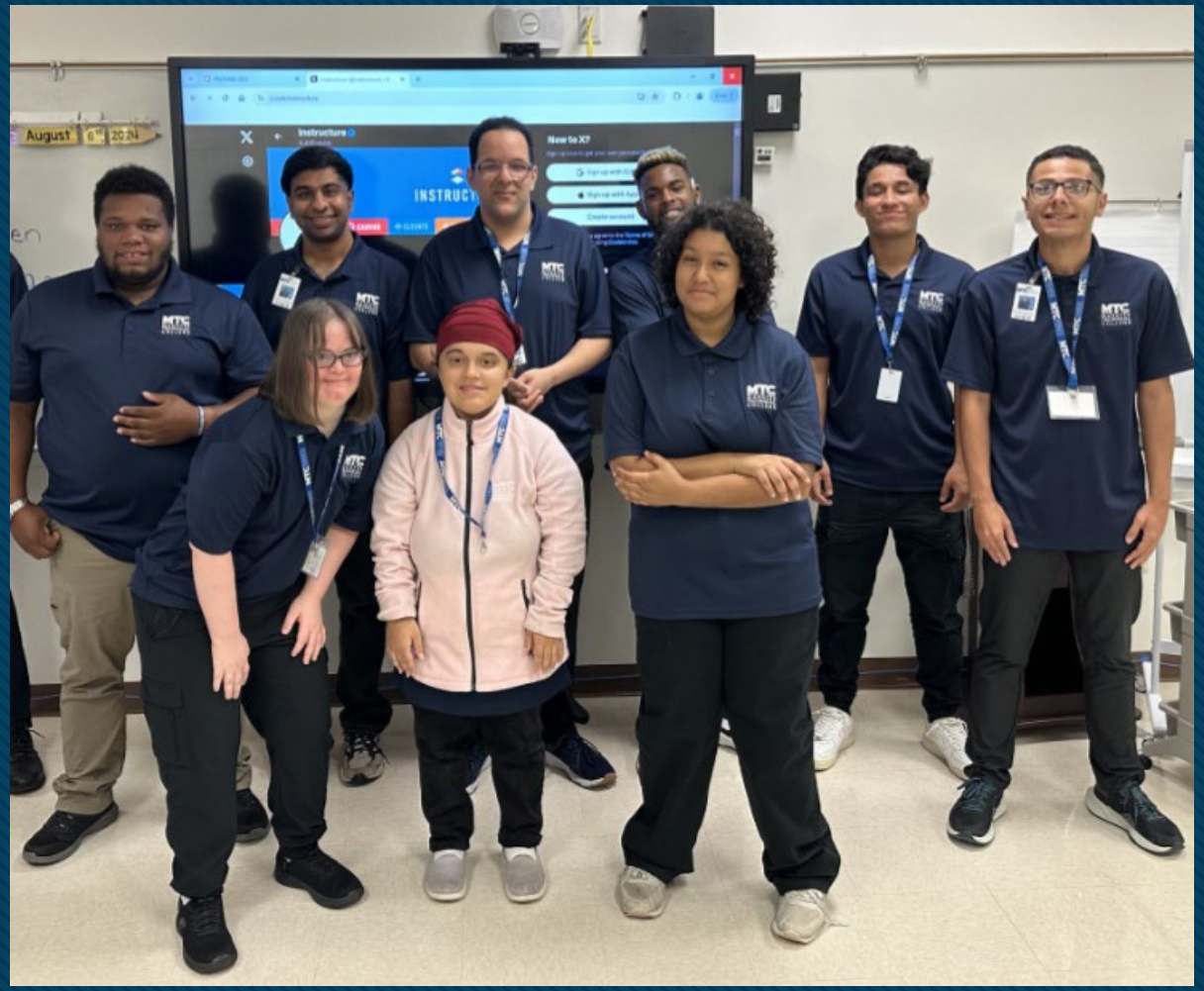
Executive Summary
Project EDGE is a new program at Manatee Technical College (MTC) for students with unique abilities. Through a state grant with the Florida Center for Students with Unique Abilities, this program began at MTC in August of 2024. This presentation will provide an update on the progress of the program.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Project EDGE Presentation 10.25.24

Project EDGE

Empower, Develop, Grow, & Educate



MTC MANATEE TECHNICAL COLLEGE

At Manatee Technical College

School Board Workshop
October 25, 2024

What is Project EDGE?

- Project EDGE is a post secondary opportunity for students with significant cognitive disabilities to attend college.
- Through support from the Florida Center for Students with Unique Abilities (FCSUA) we provide inclusive and experiential postsecondary education, and employment opportunities for students with intellectual disabilities through certificate and nondegree credentials.
- We align our beliefs with the Manatee Technical Colleges vision to be recognized as a leader in transforming individuals lives through quality education.

Project EDGE Timeline

- August ‘20 – Discussions about the need of an Adult Program at MTC to educate Students with Disabilities
- March ‘21 – Grant discussions and communication began for the program
- Spring ‘22 - Team was established to begin the program proposal and grant process
- July ‘22 - Team attended their first Postsecondary Education Program Planning Institute (PEPPI)
- 2022-23 School Year - Team met to draft the program and grant proposal
- January ‘23 – Visited Project HIRE at Ft. Myers Technical to see their program
- April ‘23 - Letter of support and commitment from former superintendent Mrs. Saunders
- May ‘23 - School Board approved applying for new program under New Business 15.1
- July ‘23 - Team attended their second PEPPI

- August ‘23 - Project Empower, Develop, Grow, and Educate (EDGE) program proposal was approved
- October ‘23 - Project EDGE awarded grant for 1.2 million over the next three and a half years
- January ‘24 - Team attended Florida Center for Students with Unique Abilities (FCSUA) mid-year workshop for approved programs
- March ‘24 – Coordinator was hired
- April ‘24 - Applications for the inaugural cohort were disbursed
- May ‘24 - Interviews took place
- June ‘24 - Orientation for students and teacher hired
- August ‘24 - First cohort of Project EDGE started

Project EDGE

- Stage 1 – Cohort 1 (Aug. 2024 – May 2025)
  - Located at Manatee Technical College East Campus
  - Monday thru Friday 8:00am – 2:00pm
  - Nine Students Enrolled
  - August 12th – May 30th
  - Life and Employment Skills
  - Students can audit five different programs on MTC main campus – Automotive Services, Advanced Manufacturing, Baking and Pastry, Culinary and Electrical Assistant
  - Opportunity to earn certifications

- Stage 2 – Cohort 1 (Aug. 2025 – June 2026*)
  - Students will have the opportunity to enroll in a technical program at MTC with Project EDGE Support
  - * Depending on the length of the chosen technical program, the ending date is subject to change
  - Students have the opportunity to obtain a job

- Stage 1 – Cohort 2 (Aug. 2025 – May 2026)
  - At the same time cohort 1 is in the MTC technical program, a new cohort 2 begins stage one

Florida Center for Students with Unique Abilities (FCSUA)

UCF | UNIVERSITY OF CENTRAL FLORIDA

- January 21, 2016
  - Florida Postsecondary Comprehensive Transition Program Act
  - FS 1004.6495
- Currently 34 Programs
  - 17 Technical Colleges
  - 9 Community Colleges
  - 8 Universities
- Scholarship Support
- Monthly Webinars
- Bi-Annual Conferences
- Three-year Renewable Grant



Frameworks

- Specialized Career Instruction - Comprehensive
  - 6 Occupational Completion Points* (OCP's)
  - 150 Hours/6 Weeks
  - 900 total hours

2024 - 2025

Florida Department of Education
Curriculum Framework

Program Title: Specialized Career Instruction - Comprehensive
Program Type: Career Preparatory
Career Cluster: Additional CTE Programs/Courses

Career Certificate Program	
Program Number	S990007
CIP Number	13990007SN
Grade Level	30, 31
Program Length	900 hours
Teacher Certification	Refer to the **Program Structure** section.
CTSO	CTSO applicable to related CTE program
SOC Codes (all applicable)	SOC applicable to related CTE program/ Please see the CIP to SOC Crosswalk located at the link below.
CTE Program Resources	http://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

Located under Postsecondary

*OCP's are competencies that qualify a person to enter an occupation that is linked to a career and technical program

Frameworks - OCP

- Students demonstrate skills needed to pass standards for each occupational completion point (OCP).
- Students must meet 80% passage rate in addition to attendance expectations and follow the college student code of conduct
- Prepare students for transition into MTC traditional technical programs as well as workplace standards

OCP	Course Number	Course Title	Teacher Certification	Length
A	SLS0460	Specialized Career Education, Basic 1	ANY CTE FIELD OR COVERAGE	150 hours
	SLS0461	Specialized Career Education, Basic 2		150 hours
	SLS0462	Specialized Career Education, Basic 3		150 hours
B	SLS0463	Specialized Career Education, Advanced 1		150 hours
	SLS0464	Specialized Career Education, Advanced 2		150 hours
	SLS0944	Specialized Career Education Internship		150 hours

*OCP's are competencies that qualify a person to enter an occupation that is linked to a career and technical program

Standards

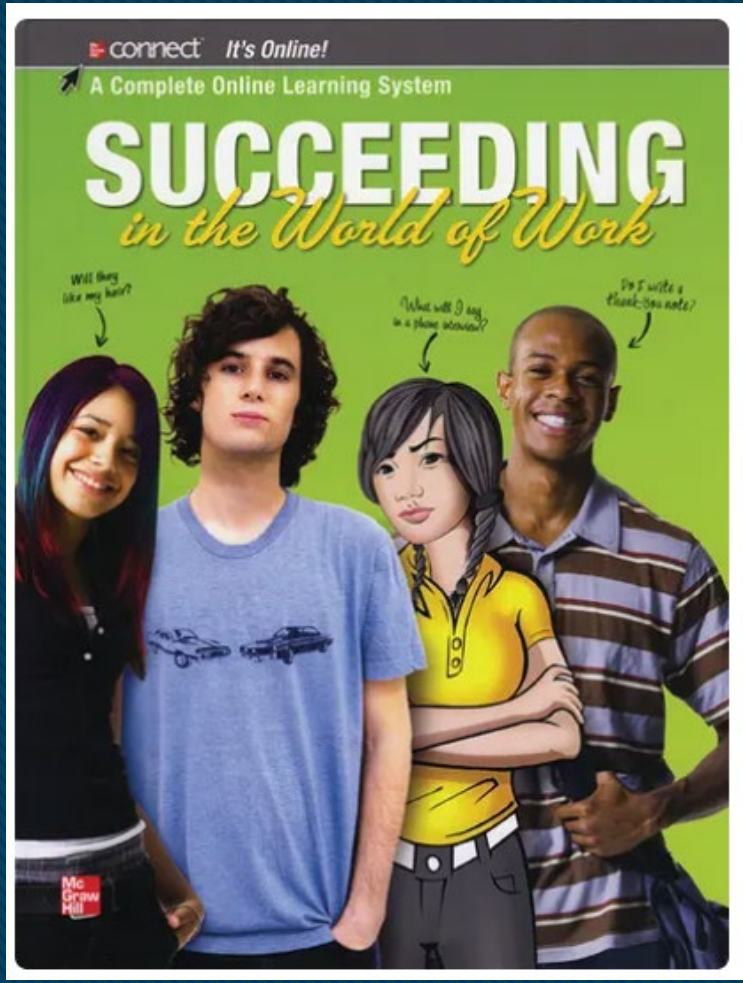
After successfully completing this program, the student will be able to perform the following:

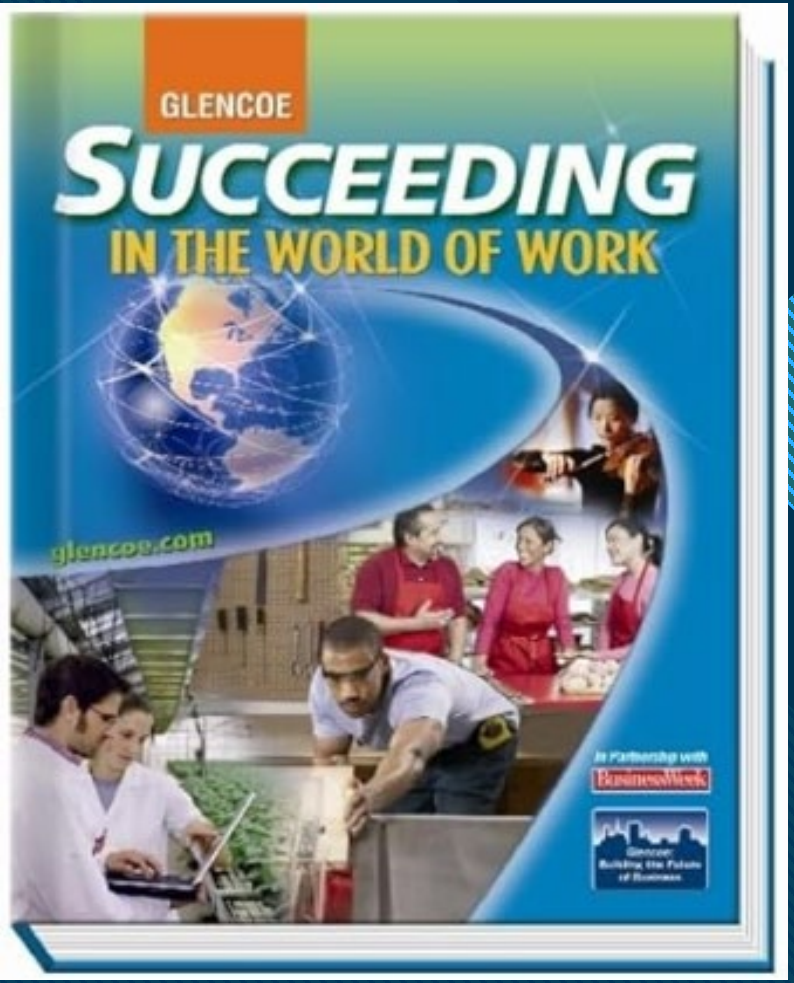
01.0 Demonstrate self-advocacy and self-determination skills.
02.0 Discuss individual interests, aptitudes, and opportunities.
03.0 Review and discuss career and employment opportunities.
04.0 Determine realistic employment goals.
05.0 Demonstrate work-related skills.
06.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
07.0 Describe the rights, responsibilities and benefits of employment.
08.0 Manage interpersonal relationships.
09.0 Demonstrate job seeking and employability skills.
10.0 Demonstrate personal productivity.
11.0 Demonstrate employability and work-related skills appropriate to the workplace.
12.0 Demonstrate proper and safe procedures while working with tools, equipment, systems, and materials.
13.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
14.0 Describe the duties and responsibilities of a successful employee.
15.0 Demonstrate how to request job accommodations.
16.0 Define key terms related to the chosen occupation.
17.0 Demonstrate oral and written communication skills in creating, expressing and interpreting information and ideas.
18.0 Demonstrate industry related mathematical skills.
19.0 Demonstrate industry related science knowledge and skills based on CTE standards and benchmarks.
20.0 Demonstrate industry related language arts knowledge and skills based on CTE standards and benchmarks.
21.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).

Standards

22.0 Create an employment plan.
23.0 Explain job accommodations as they relate to the workplace.
24.0 Demonstrate communication skills necessary for successful employment.
25.0 Demonstrate employability skills.
26.0 Demonstrate a familiarity with information technology.
27.0 Demonstrate workplace safety practices.
28.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
29.0 Demonstrate an understanding of workplace organization.
30.0 Describe the roles within teams, work units, departments, organizations, and the larger environment.
31.0 Explain the impact of technology on occupations related to the field of study in which the student is enrolled.
32.0 Demonstrate positive human relations and leadership skills.
33.0 Explain the importance of health, safety, and environmental management systems in organizational performance and regulatory compliance.
34.0 Solve problems using critical thinking skills, creativity, and innovation.
35.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
36.0 Demonstrate employability skills.
37.0 Use information technology tools.
38.0 Practice quality performance.
39.0 Demonstrate leadership and teamwork skills needed to accomplish team goals and objectives.
40.0 Describe the importance of professional ethics and legal responsibilities.
41.0 Demonstrate skills acquired through On-the-Job-Training (OJT).
42.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).

Curriculum


connect It's Online!
A Complete Online Learning System
SUCCEEDING
in the World of Work

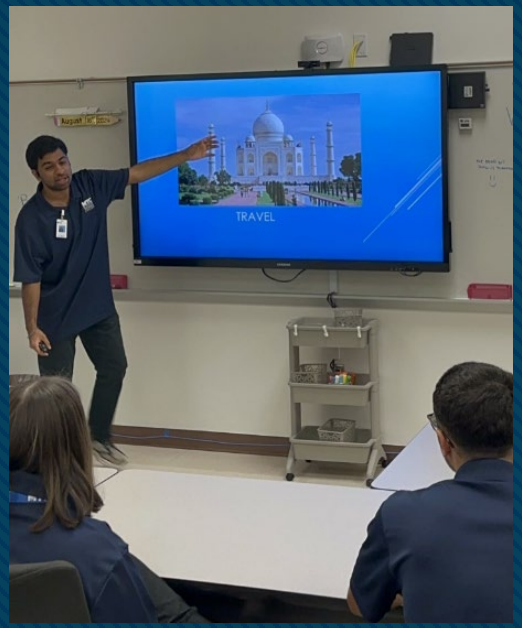

GLENCOE
SUCCEEDING
IN THE WORLD OF WORK
glencoe.com

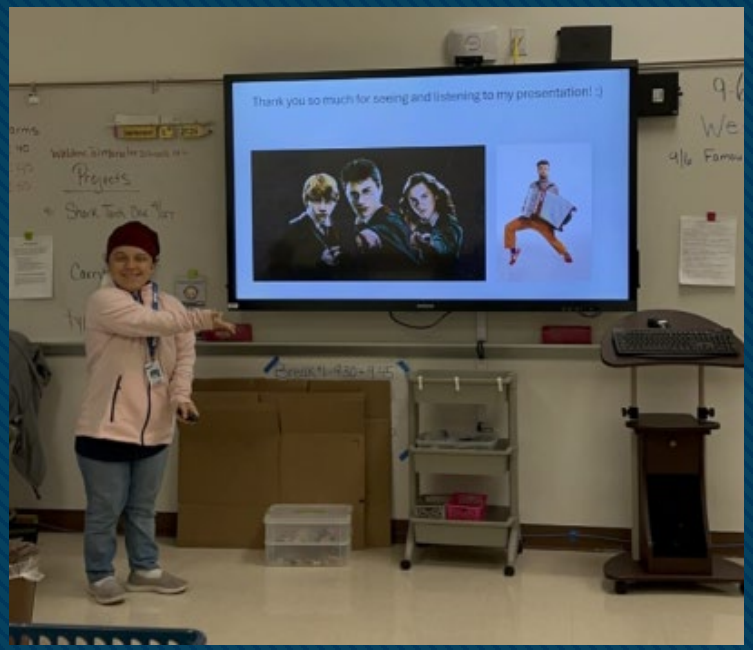
Supplemental Resources

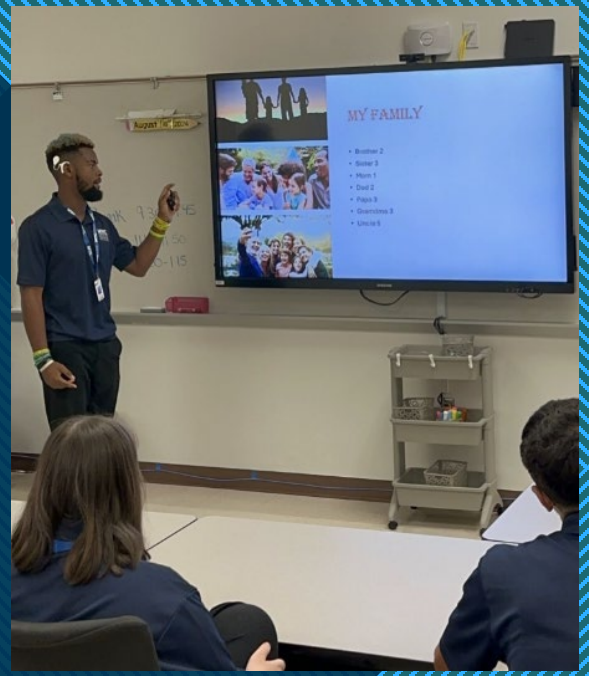
- Employment and Career Planning
- Independent Living and Community Participation
- Pre-Employment Transition Solution
- Soft Skills to Pay the Bills
- The 411 on Disability Disclosure

Projects

- All About Me
- Infographic
- Famous Person
- Restaurant Brochure
- Shark Tank
- Vending Machines

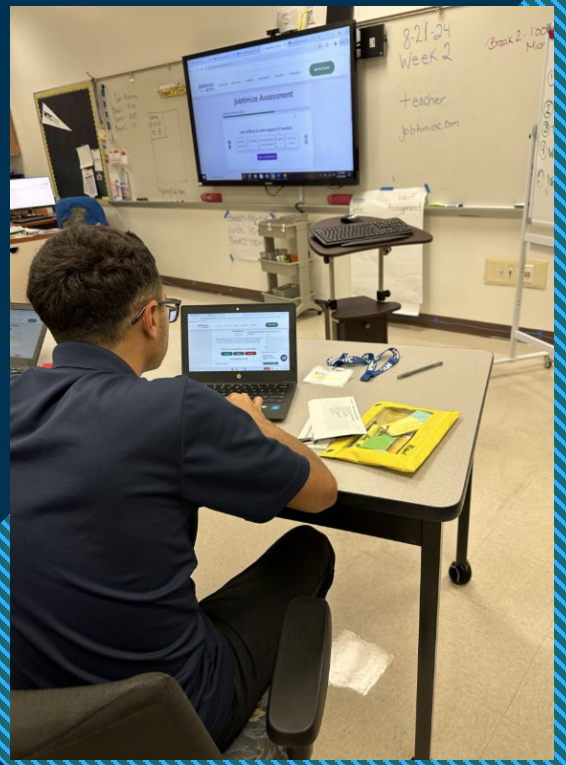


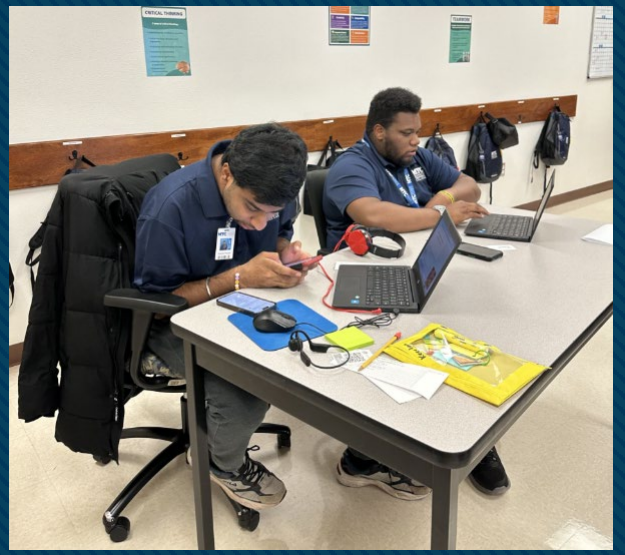




Certifications

- American Heart Association Family & Friends CPR
- ServSafe - Culinary
- OSHA10 - Safety
- Florida Ready to Work Online Program
  - Employability Skills
  - Soft Skills
  - Digital Skills







Clubs/Organizations

- HOSA-Future Health Professionals
  - T-Shirt Design
  - Spirit Week
  - Competition
- Sigma Upsilon Alpha
  - Family Resources Toy Drive
  - Developmental Disabilities Awareness Month



Collaborations

Florida Center for Students with UNIQUE ABILITIES

H I R E

FMTC

Fort Myers Technical College

Floridacentral™ CREDIT UNION

jobtimize® | Powered by FitFirst™ TECHNOLOGIES

More Partners Welcome!

Advisory Board Members

- Mason Aldrich – Involved Community Member
- Chad Choate – School Board Chairman
- Donna Donnelly – Easter Seals Representative
- Anthony Gagliano – Career Suncoast Representative

We have also reached out to the following groups/organizations as potential partners.

- Bradenton Marauders
- State College of Florida
- The Haven
- Manasota BUDS

More Advisory Board Members Welcome!



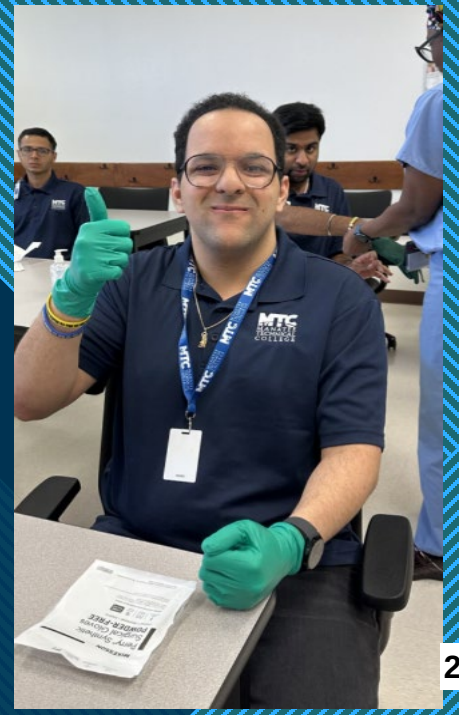


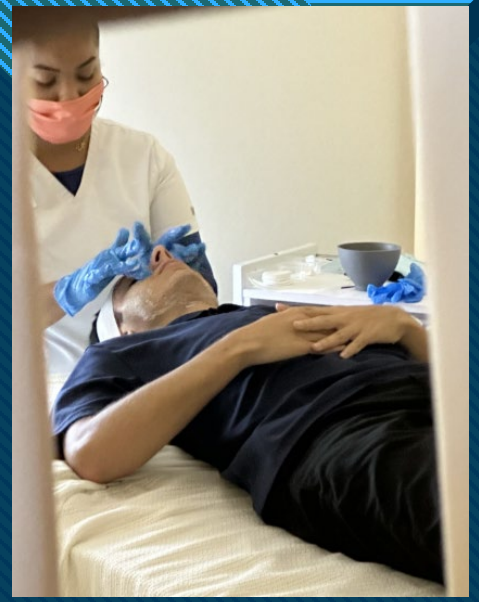






















Family Testimonials

Our daughter's experience with Project Edge so far has been exceptionally positive. She is brimming with ideas about potential career paths, independent living situations, and plans for her future. Not all of her ideas will come to fruition but that's not the point. The point is that her instructors and the curriculum have obviously inspired her to dream of new possibilities.

We couldn't be happier!

I am very happy with my son learning new skills. He is very happy going to college and doesn't want to miss a day. He is motivated to learn from his teachers. He comes home and finishes his work first, if unfinished in the class. I am looking forward to him learning job related skills. Thank You

Student Reflection -

Parent Reflection -

Project EDGE Information and Contacts

Project EDGE

Program Coordinator: Dawn Giddens, (941) 751-8100 Extension: 47033

Teacher: Carrie Walden, (941) 751-8100 Extension: 47028

Manatee Technical College

Assistant Director: Dr. Jennifer Gilray (941) 751-8100 Extension: 47101

Director: Doug Wagner (941) 751-7900 Extension: 46001

School District of Manatee County

Executive Director for Adult, Career and Technical Education

Dr. Paul Gansemer (941) 751-6550 Extension: 43206

AGENDA ITEM NO. III.3

School Board of Manatee County
October 25, 2024 - Workshop

Title
Discussion Regarding Superintendent Contract

Executive Summary
Board Member Foreman requested a discussion regarding the option for the Board to extend the Superintendent Contract.

Contact
Submitting Department: School Board

Attachments:
2023-06-13 fully executed contract - Wysong

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, executed in duplicate originals, effective this 13 day of June, 2023 is made and entered into by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as the "Board", and **Jason C. Wysong**, hereinafter referred to as the "Superintendent".

WITNESSETH:

WHEREAS, the Board wishes to employ the Superintendent to fully and faithfully perform all of the duties and responsibilities of the Superintendent of Schools for Manatee County, Florida as prescribed by Florida Statutes, State Board of Education Rules, the School Board of Manatee County Policies and Procedures Manual and such other additional duties as may be reasonably required by this Agreement and the School Board of Manatee County, Florida from time to time during the term of this Agreement; and

WHEREAS, the Superintendent accepts said offer of employment and agrees to fully and faithfully perform all of the above-referenced duties and responsibilities of the Superintendent of Schools for Manatee County, Florida.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth hereafter, it is agreed by and between the parties as follows:

1. **Superintendent of Schools of Manatee County:**

   1,1 **Recitals**: The parties agree that the foregoing recitals are true and correct and that such recitals are hereby incorporated by reference.

   1.2 **Employment**: The Board hereby employs Jason C. Wysong as Superintendent of Schools of Manatee County, Florida, for the term of this Agreement.

2. **Services**: It is the intent of the parties, and a condition of this Agreement, that the Superintendent's employment by the Board shall be exclusive and that the Superintendent shall accept no other employment during the term of this Agreement, except as herein otherwise permitted in advance by the Board.

3. **Duties**:

   3.1 The Superintendent shall be the Chief Executive Officer of the School Board of Manatee County, Florida, and shall have charge of the administration of the School District of Manatee County. The Superintendent shall provide supervision directly and indirectly to all staff members and employees of the Board as he deems to be in the best interest of the District and subject to any approvals required by the Board.

3.2 The Superintendent's duties for and during the term of this Agreement shall be as provided by Florida Statutes, other applicable laws of the United States and the State of Florida, rules of the State Board of Education, rules of other state and federal agencies which are applicable to the Superintendent's duties, policies and procedures as promulgated by the Board, and such other duties as may reasonably be required of the Superintendent by the Board from time to time during the term of this Agreement.

4. **Term of the Agreement**: This agreement shall remain in full force and effect from **July 3, 2023**, (the "Anniversary Date"), to and including **June 30, 2026**, subject to the provisions for extension or termination set forth in this Agreement. The Superintendent shall have no expectancy in continued employment and no property right therein beyond the term of this Agreement.

5. **Medical Examination:** The Board requires and agrees to pay for the Superintendent to undergo a physical examination within two (2) months of the Anniversary Date of this contract (and annually thereafter), performed by a Florida licensed medical doctor (M.D.) selected by Superintendent and acceptable by the Board, with the results to be given to the Superintendent and the Board by the examining physician in the following form:

> "It is my opinion after conducting a complete physical examination of Jason C. Wysong that he is physically, capable of performing the duties of the Superintendent."
>
> SIGNATURE OF PHYSICIAN.
>
> The remaining results of the physical examination, except for this one statement, shall be subject to doctor patient confidentiality.

6. **Compensation**:

6.1 **Salary**: The annual salary beginning July 3, 2023, shall be Two Hundred Thirty Five Thousand Dollars ($235,000.00) and this salary will be adjusted annually by the same percentage adjustment for all District S.A.M.P employees.

6.2 **Performance review**. Board and Superintendent agree to establish a written schedule of goals prior to the beginning of each school year during his tenure as superintendent. The Board shall evaluate the Superintendent on an annual basis which shall be written and shall be a public document. The evaluation shall be related to the School District's Goals and other factors as deemed appropriate by the Board. The evaluation instrument shall be as determined by the Board with feedback from the Superintendent. At least 30 days prior to the Superintendent's annual evaluation, the Superintendent shall provide the Board a self-appraisal of his performance using the evaluation instrument to be used for his evaluation and the Board shall take this self-appraisal into consideration in conducting the Superintendent's evaluation. The first evaluation shall be during June 2024 and

during the same month each year thereafter.

6.3 **Vacation**: The Superintendent shall earn twenty-five (25) working days of annual paid vacation each contract year. Any earned or accrued vacation days not used in one contract year shall be carried over to the next year. The Superintendent may cash in at the then current daily rate of salary any portion of his accrued vacation days at any time, or he may allow the accrued days to be paid out at the end of his employment contract with the Board, provided that he is in full compliance with the terms of this Agreement at the time he chooses to exercise the cash out option. The Superintendent may accumulate a maximum of sixty (60) vacation days; any accrual over sixty (60) vacation days is deemed forfeited.

6.4 **Sick Leave**: The Superintendent shall earn one (1) day per month paid sick leave. Any unused sick leave shall accumulate, and the unused portion will be payable on the last day of the Superintendent's employment at 50% of his then current daily rate of pay, or 100 percent at retirement, as the case may be, provided that he is in full compliance with the terms of this Agreement at the time he cashes in accumulated sick leave.

6.5 **Automobile Allowance**: The Superintendent shall be provided with a monthly supplemental salary of $650.00 intended for his automobile and in-county travel. He shall not be entitled to in county travel reimbursement. The Superintendent shall be reimbursed for out-of-county travel at the rate provided for by Florida law.

6.6 **Expense Account**: The Superintendent will have an expense accountant of $400.00 per month which shall be used for community and business-related expenses incurred while performing the Superintendent's duties. The Superintendent shall file expense statements to be processed and approved as provided by law.

6.7 **Technology Expenses**: The Board will provide and maintain supplies, materials and technology, including a cell phone, tablet and laptop computer as well as internet access, for the residence and office of the Superintendent necessary to support a contemporary Superintendent's technical requirements.

6.8 **Insurance**: The Board shall make available to the Superintendent, during the term of this Agreement, such health, dental, vision, short- and long-term disability insurance, life insurance and other flexible benefits as are generally made available to 12-month administrative employees of the District. The costs of all such benefits shall be paid for by the Board to the extent that same are paid by the Board for other 12- month administrative employees. In addition, the Board shall offer the same health, dental and vision insurance benefits available to the Superintendent's eligible family members on the same basis as such benefits are offered to other 12-month administrative employees' family members.

6.9 **Personal Leave**: The Superintendent shall receive six (6) days per year for personal leave charged to accumulated sick leave, which may not be accumulated year to

year.

6.10 **Florida Retirement System**: The Superintendent shall be entitled to participate in the Florida retirement system to the extent permitted by Florida law.

6.11 **Ex Post Facto Law**: The Superintendent's compensation as herein established shall not be diminished by any provision of law hereinafter enacted by the State of Florida and in no event shall be less than the total compensation as determined hereby and in accordance with the laws of Florida in effect as of the effective date of this employment agreement.

7. Other Benefits:

7.1 **Conferences and Meetings**:

7.1.1 The Board shall pay in full all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other education agencies when attendance thereof is required, directed, or permitted by the School Board.

7.1.2 The Superintendent shall attempt to advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the Board relative to all meetings and conferences attended.

7.1.3 The Superintendent shall file expense statements to be processed and approved as provided by law.

7.2 **Memberships and Dues**: The Superintendent is encouraged to belong to appropriate community, professional, and educational organizations where membership will serve the best interests of the School District. Accordingly, the Board will pay such membership dues for organizations as are required, directed, or permitted by the Board. The Superintendent shall present appropriate statements for approval by the Board.

7.3 **Outside Professional Activities**: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, or engage in other professional activities as long as said activities do not impede or interfere with the Superintendent's ability to perform his duties under this contract. If the Superintendent is to receive any compensation for such activities, the Superintendent will notify the Board in writing in advance. To the extent that the Superintendent is required to be out of his office in conjunction with such duties, said time shall be charged against the Superintendent's vacation leave or personal leave. The Superintendent is allowed to serve as a mentor to other Superintendents

in the State of Florida through programs administered by the Florida Association of District School Superintendents, at no expense to the District, and to receive any stipend that may be provided for such service, so long as the requirements of the District retain top priority.

7.4 **Emergency Leave**: The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board.

7.5 **Disability Leave**: If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the Board shall provide additional paid sick leave at a salary equal to the Superintendent's then annual salary until the expiration of the waiting period for long-term disability insurance, or 180 days, whichever is shorter.

7.6 **Chief Executive Officer Leadership Development Program**: Beginning within 90 days of the effective date of this contract the Superintendent shall begin participation in the Chief Executive Officer Leadership Development Program, and in addition to the annual salary provided above, the Superintendent shall receive an annual performance salary incentive from the Board in the amount determined in Sections 1001.50(4), Florida Statutes, for participating in the courses of continuing professional education provided in the special qualification certification program in Section 1001.47(4), Florida Statutes, and the leadership development and performance compensation program provided for in Section 1001.47(5), Florida Statutes, as established by the Department of Education. Upon successful completion of the special qualification certificate program, Superintendent shall be paid Two Thousand and no/100 dollars ($2,000.00). Upon successful completion of the leadership development and performance compensation program, the Board shall pay an annual performance salary incentive of not less than three thousand and no/100 dollars ($3,000.00) nor more than seven thousand five hundred and no/100 dollars ($7,500.00). The amount of incentive shall be determined using the criteria and in the same manner as are used by the Department of Education for elected superintendents.

7.7 **Moving/relocation Expenses.** The District will reimburse Superintendent his expenses to move to Manatee County not to exceed $15,000.00. The Board shall pay Superintendent for 2 months temporary living expenses not to exceed $4,000.00 as he transitions to living in Manatee Country.

8. Termination by the Board:

8.1 **Without Cause**: The Board specifically reserves the right to terminate this contract at any time without cause during the contract by giving no less than 90 days notice in writing to the Superintendent. In the event that the Board should elect to terminate this contract without cause, the Superintendent shall be entitled to receive a severance payment for the remainder of the contract term, to be calculated upon the annual compensation in effect at the time of termination, not to exceed the

limitation in section 215.425, Florida Statutes (2022).

8.1.1 The payments as provided for herein shall be considered liquidated damages and shall be in lieu of any other claims which the Superintendent might make or relief to which the Superintendent might be entitled to by law or equity.

8.1.2 The Superintendent acknowledges and agrees that in the event of termination pursuant to this provision, he shall have no contractual right, expectancy of continued employment, or other right at equity or law to continued employment as Superintendent, but shall only have a contractual right to receive the compensation as provided herein as liquidated damages.

8.2 **With Cause:** The Superintendent may be terminated by the Board for cause. Cause is defined as immorality, incompetence, gross insubordination, willful neglect of duty, drunkenness, the illegal use of controlled substances, commission of an act that brings public disgrace upon the Superintendent or District, misconduct as defined in Section 443.036(29), Florida Statutes, or conviction of a crime involving moral turpitude.

8.2.1 Willful neglect of duty is defined as the intentional failure of the Superintendent to perform any of the duties of employment as prescribed by this contract or the intentional failure to follow any direction of the collective School Board, issued by the Board at a regular or special meeting, either by majority vote of the Board or consensus, and duly reported in the minutes of said meeting.

8.2.2 Gross insubordination is defined as the willful refusal of the Superintendent to perform any duties as prescribed by this contract or any directions of the collective School Board. The inadvertent failure to follow the directions of the collective School Board or inadvertent failure to perform a duty as prescribed by this contract shall only constitute insubordination or simple neglect of duty.

8.2.3 In the event the Board terminates this Agreement for cause the Superintendent shall be given written notice specifically identifying the basis for the termination. The Superintendent shall be entitled to post-termination hearings or proceedings as are provided for by law. The Superintendent shall request such a hearing within ten (10) calendar days of the termination or waive any right to a hearing. Said hearing shall be conducted in accordance with Chapter 120, Florida Statutes (2022). If it is determined that the termination was without cause, then the provision of 9.1 above shall apply. If the Superintendent does not timely request a hearing or it is determined after a hearing that the termination was for cause, the Superintendent shall only be entitled to his salary up to the date of termination.

8.3 **Termination By Mutual Agreement.** Alternatively the Superintendent may be terminated by mutual agreement of the Parties provided same is in the form of a written document executed by both Parties.

9. Termination by Superintendent: The Superintendent may terminate this Agreement at any time by giving the Board written notice of termination no less than ninety (90) days prior to the termination date. All accumulated vacation time as set out in Section 7.3 and accumulated sick leave as set out in Section 7.4 shall be paid out upon the completion of the notice of termination period.

10. Further Conditions:

10.1 The Board agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent or employee of the School Board of Manatee County, Florida, or with regard to any and all demands, claims, suits, actions and legal proceedings brought against him in his individual capacity, which arise out of the performance of any of his duties as Superintendent, to the full extent as permitted by the laws of the State of Florida. Superintendent agrees that the defense of any such legal proceedings is to be defended through counsel approved by the Board, but which approval shall not be unreasonably withheld. This provision shall survive the term of this Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the Superintendent under either federal law or the laws of Florida except as otherwise herein provided.

10.2 The Board shall not defend, hold harmless or indemnify the Superintendent of any claim, demand, suit, action or legal proceeding arises out of the malfeasance in office, willful violation of any law of the United States of America, or the State of Florida, or if said claim, demand, suit, action or legal proceeding, shall arise out of any action on the part of the Superintendent wherein it is determined the Superintendent acted in bad faith, or with malicious purpose, or in any manner exhibiting gross negligence or wanton and willful disregard of human rights, safety or property or as a result of the willful or wanton neglect of duty.

10.3 The provisions of Section 10 shall not apply to any legal proceeding in which the Board is one party and the Superintendent is an opposing party.

10.4 No later than August 1, 2023, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually thereafter, the Board and Superintendent shall review the agreed-upon process and procedures for how they will communicate and work together and determine whether any changes are needed or desired. In addition, the Board, individually and collectively, shall bring to the Superintendent's

attention any suggestions, issues and concerns regarding the operation of the District for his study review and follow up, if necessary.

11. **Residence**: The Superintendent shall move to Manatee County within six (6) months from full execution of this Agreement and reside in Manatee County at all times while employed as Superintendent.

12. **Extension of Agreement**: On or before **December 31, 2025**, the parties agree to mutually determine if this Agreement will be extended beyond the June 30, 2026 termination date set forth in Section 4, above. If the parties decide to extend the Agreement, they shall thereafter work in good faith to determine the terms and conditions governing the extension. If they decide to not extend the Agreement, they shall thereafter work together in good faith in a transition period intending to lead the recruitment and hiring of a new Superintendent.

13. **Severability**: In the event that any one or more of the provisions or any portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceable or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had not been included herein and the remainder of the contract not affected by such a ruling shall remain in full force and effect, unless said provision or portion there of shall be determined necessary to affect the intended purpose of this Agreement.

14. **Captions**: The captions, section number, article numbers, titled and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement nor do they in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

15. **Notice**: All notices required to be given to the Superintendent by this Agreement shall be in writing and sent by certified U.S. Mail, return receipt requested or delivery confirmation, or by personal delivery to the Superintendent at his address of record as shown by the personnel records of the Board. All notices required to be to the Board shall be given to the then Chair of the Board, in writing, and sent by Certified U.S. Mail return receipt requested, at the Chair's official address at the School Support Center, 215 Manatee Avenue West, Bradenton, FL 34205.

16. **Venue, Controlling Law**. The parties agree that venue for judicial resolution of any dispute shall be in the Circuit Court, Twelfth Judicial Circuit, in and for Manatee County, Florida, with the exception of those claims or issues which are controlled by Chapter 120, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Bradenton, Manatee County, Florida as of the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Dated JUNE 13 2023
Chad Choate, III, Chairman

By: _____ Dated 05/31/2023
Jason C. Wysong, Superintendent

APPROVED AS TO FORM AND SUFFICIENCY:

_____
Stephen R. Dye, Esq.
School Board Attorney

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AGENDA ITEM NO. III.4

School Board of Manatee County
October 25, 2024 - Workshop

Title
READY 2026 Strategic Plan Update

Executive Summary
Mr. Kevin Chapman, Executive Director of Administration, will provide an update to the Board on the READY 2026 Strategic Plan.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman