

**SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE  
HERNANDO COUNTY SCHOOL BOARD AND JOHN STRATTON**

**THIS AGREEMENT** is made and entered into this 14th day of February 2023, by and between the SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA (“BOARD”), and body corporate existing under the laws of the State of Florida and JOHN STRATTON (“STRATTON”).

**WITNESSETH:**

**WHEREAS**, the BOARD, in accordance with its policies, principles and responsibilities and in conformance with the laws of the State of Florida, hereby offers to employ and does hereby employ employee STRATTON to perform the duties of the Superintendent of Schools in and for Hernando County, Florida, and;

**WHEREAS**, STRATTON hereby accepts the offer and agrees to be employed by the BOARD and perform the duties of the Superintendent of Schools in and for Hernando County, Florida; and

**WHEREAS**, the terms and conditions of this Agreement have been negotiated in a fair, open and honest manner and both parties agree that the following terms, covenants and conditions are to the mutual benefit of both parties;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and the mutual consideration and benefits of each, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties hereby agree to be bound by the terms and conditions set forth above and below:

**I. RECITALS**

The terms and conditions of this Agreement shall contain that which is set forth above and below. The foregoing recitals are true and correct and are incorporated herein by this reference.

**II. TERMS AND CONDITIONS OF EMPLOYMENT**

**A. Term of Employment.**

The current term of employment as Superintendent shall continue until the 30<sup>th</sup> day of June 2026.

**B. Contract Extensions.**

At or before the December 2025 BOARD meeting, and in conjunction with STRATTON’S prior performance evaluations as provided for herein, the BOARD and

STRATTON shall meet in open session to discuss and determine both parties' intent and interest in extending this Agreement for an additional period.

C. Payment for Services Rendered.

The BOARD agrees to pay STRATTON during the term of this Agreement a gross base salary of One Hundred Sixty-Six Thousand and 00/100 dollars (\$166,000) per contract year, payable in twenty-six (26) bi-weekly installments.

The BOARD agrees to pay STRATTON, beginning March 1, 2023, a mileage allowance of Three Hundred and 00/100 dollars (\$300.00) per month to cover vehicle expenses in the performance of his official duties as outlined within this agreement. This allowance shall be paid in STRATTON'S regular paycheck.

The base salary may be subject to increase(s) as may be warranted in the BOARD'S sole discretion. The factors which the BOARD may consider in determining an increase include, but are not limited to: (1) budget considerations; (2) raises given to other employees; (3) performance by STRATTON. Notwithstanding any other provision contained in this contract, STRATTON shall be automatically entitled to the same percentage annual increase approved for other twelve-month administrative employees.

In addition, STRATTON shall receive a performance annual increase based upon the cumulative average of his performance evaluation results (scored on a nine to twenty-seven-point scale according to the board approved rubric) by the BOARD, as follows:

<u>Score</u>	<u>Increase</u>
19-21	\$1,000
22-24	\$1,500
25-27	\$2,000

Each member of the BOARD shall complete an evaluation of STRATTON utilizing the BOARD approved evaluation instrument. Any changes to the evaluation instrument shall be made by BOARD action, after discussion with STRATTON, on a proposition properly considered by the BOARD at a meeting, and no such change shall become effective until STRATTON's evaluation for the next school year.

D. Vacation.

STRATTON shall earn vacation benefits in the same manner as other BOARD administrative employees. Unused vacation leave may accrue during the term of this Agreement and any renewals or extensions thereof in accordance with applicable Florida law and BOARD policies and/or procedures for all BOARD employees.

The BOARD chair shall have discretion to approve or disapprove the use of vacation/annual leave. Such approval is not to be unreasonably withheld. The approval or disapproval of such leave shall be documented using the same leave forms required of

other employees. STRATTON shall immediately notify other Board Members of any approved leave under this section. Any application for vacation/annual leave that will exceed two weeks shall be placed on a regular BOARD agenda for approval.

E. Sick Leave.

STRATTON shall earn sick leave in accordance with the formula set forth in Chapter 1012 Florida Statutes, and BOARD policy. STRATTON's earned sick leave shall be cumulative but in no event shall the number of days of his unused earned sick leave exceed the maximum numbers of accumulated sick leave days authorized by applicable Florida law and BOARD policies and/or procedure for all BOARD employees.

The BOARD Chair shall have discretion to approve or disapprove the use of sick leave in accordance with Board Policy. Such approval is not to be unreasonably withheld. The approval or disapproval of such leave shall be documented using the same leave forms required of other employees. STRATTON shall immediately notify other Board members of any approved leave.

F. Terminal Pay.

STRATTON shall be entitled to terminal pay in the same manner as other twelve (12) month administrators, except as otherwise specifically provided herein to the contrary. STRATTON shall be entitled to all vacation, sick time and other terminal pay accrued which has been vested during his employment with the BOARD prior to the effective date of this contract without qualification or limitation.

With respect to terminal pay which accrues after the effective date of this contract, STRATTON shall be entitled to all vacation, sick time and other terminal pay which accrues during the term of this contract without qualification or limitation.

G. Professional Associations/Meetings.

The BOARD shall pay STRATTON's membership dues associated with FADSS. Subject to the approval of the BOARD Chair and in compliance with BOARD policy and statute, STRATTON may attend meetings/conferences held by FADSS. The expense associated with his attendance will be paid by the BOARD in accordance with Florida law, BOARD policy and this Agreement. The BOARD shall not be required to pay any expenses for such meeting unless STRATTON has obtained such prior approval from the BOARD Chair.

Attendance at any other conference which will take the Superintendent out of the County for a period longer than 24 hours shall also be subject to the approval of the BOARD Chair and reimbursement in accordance with this section.

STRATTON shall advise the BOARD members of meetings and conferences under this section and shall inform and report to the BOARD of the nature and extent of his attendance at such professional meetings.

H. Life Insurance.

Subject to insurability, the BOARD shall provide STRATTON access to Life Insurance benefits by applicable Florida law and BOARD policies and/or procedure for all BOARD employees.

I. Major Medical Insurance.

The BOARD shall provide to STRATTON during the term of this Agreement and any extension or renewal periods thereof, health insurance coverage in the same manner as other twelve (12) month administrators. Insurance for STRATTON's spouse or dependents shall be at his expense, at the same rates and under the same eligibility requirements as other BOARD employees.

J. Security Background Screening.

The parties agree that STRATTON's employment and this Agreement are contingent on his ability to successfully pass the security background screening requirements in accordance with section 1012.32, Florida Statutes, and board policy including but not limited to fingerprinting and a criminal background check. STRATTON shall be subject to the same hiring/screening and self-reporting standards as those applied to BOARD instructional personnel.

K. No Nepotism Agreement.

The BOARD has adopted policies regarding employment relationships between spouses and relatives as defined by section 112.3135, Florida Statutes, and as contemplated by section 1012.23(2), Florida Statute (which becomes effective July 1, 2019). Because STRATTON and his spouse have been employed by the BOARD prior to STRATTON's appointment to serve as Superintendent, the "no nepotism" portion of the BOARD's prior contracts shall be modified as further provided below.

STRATTON agrees that beginning on the date of employment as Superintendent, he will not recommend any family member for initial employment with the Hernando County School Board and that the BOARD will not consider a family member for initial employment in any position with the Hernando County School District. In addition, any current family member employed by the school district may not be recommended for any promotion by STRATTON to a position over which STRATTON would have direct supervisory responsibilities. To avoid any appearances of impropriety, any family member of STRATTON who is currently employed by the Board shall be evaluated in accordance with district procedures for evaluations, and such procedures shall be subject to review by the Board.

L. Retirement.

STRATTON shall be eligible to participate in the Florida Retirement System (FRS). The BOARD shall contribute to the FRS as required by law, including the requirements of Section 121.055, Florida Statutes, which currently provides that Senior Management Service Class is compulsory for all appointed district school superintendents. In the event that participation in the Senior Management Class no longer is compulsory for appointed superintendents, the BOARD agrees to continue to pay into retirement for FRS, for the duration of this Agreement, including any extensions thereof, as a Senior Management Service Class employee unless expressly prohibited by law or, in the event Senior Management Service Class is no longer recognized as a class of employees by FRS.

III. TERMINATION OF AGREEMENT

A. Cause.

By a majority vote of its membership, the BOARD shall have the right to terminate this Agreement of employment and to remove STRATTON from office for misfeasance, malfeasance or corruption in office, incompetency, insubordination, immorality, breach of contract, substantial deviation for the specific performance standards set forth or incorporated herein, a material breach or violation of the Florida Administrative Code 6B-1.006, or for any other just cause including, but not limited to, violation of State or Federal laws and/or regulations, Board Policy and/or material breach of this Agreement including resignation of his employment without Board agreement as to the terms of such resignation.

Notice shall be provided to STRATTON in writing setting forth the cause for termination. This written notice of termination must occur, at a minimum of ninety (90) days prior to the effective date of termination. If STRATTON contests the cause for termination, he may request a post-termination hearing on the charges conducted by the BOARD. STRATTON must request such hearing within ten (10) days of the date of the notice. The hearing shall be open to the public and in substantial conformity with the provisions of Florida Statute Chapter 120. STRATTON shall have the right to be represented by counsel of his choice and at his expense. STRATTON shall be responsible for all of his own attorneys fees, expenses and costs at all hearings, levels or appeals.

If termination for cause occurs, no severance payment shall be due.

B. No Cause.

This Agreement may also be terminated without cause under the following circumstances:

- i) Mutual Agreement by and between the BOARD and STRATTON.

- ii) This written notice of termination must occur, at a minimum of ninety (90) days prior to the effective date of termination.
- iii) STRATTON's retirement as defined by the FRS and the FRS Deferred Retirement Option Program.
- iv) Incapacity (physical/mental). Regardless of any Board approved leave, this Agreement shall terminate should there be a medical determination that STRATTON is unable to perform the essential functions of his job. A medical examination may be ordered by the BOARD in contemplation of this section as per the provisions of Article VII herein.
- v) Death of STRATTON.

C. Severance.

In the event of termination of STRATTON, the Parties may agree upon up to the maximum severance pay as authorized by §215.425, Fla. Stat. (2014) as may be amended.

IV. OTHER EMPLOYMENT.

STRATTON shall devote his full-time skill, labor and attention to his employment as Superintendent of Schools of Hernando County, Florida. He shall not engage in any other employment during the term of this Agreement (including any work as a consultant or other independent contractor) without express written consent of the BOARD.

Furthermore, STRATTON shall notify the BOARD in writing of any efforts to seek other employment. "Efforts to seek other employment" includes, but is not limited to interviewing, and/or submitting a resume, application or letters for another position of employment. Failure to comply with this obligation shall constitute a breach of this Agreement. In the event of such breach, the BOARD shall be entitled to unilaterally terminate this Agreement based upon such breach and no severance payments shall be due STRATTON.

V. DUTIES OF THE SUPERINTENDENT

During the term of this Agreement, STRATTON shall perform all duties, obligations and responsibilities of the Superintendent of Schools in and for Hernando County, Florida, including, but not limited to, such duties, responsibilities and obligations for superintendents as set forth in Florida Statutes, Florida Department of Education Rules, BOARD policies and the BOARD approved superintendent's job description. STRATTON shall comply with all lawful directives issued by the BOARD related to the performance of his duties.

## VI. EVALUATION

The BOARD shall provide STRATTON with periodic opportunities to discuss superintendent relationships and his performance. The BOARD shall evaluate and assess STRATTON annually, in conjunction with Sections II.B., and II.C., above, and said evaluation shall occur at a public meeting. Prior to this public meeting, individual Board Members will meet with STRATTON to discuss the individual Board Member's evaluation of STRATTON and provide him with a copy of said Evaluation Instrument. No other Board Member will be present at the individual conferences and STRATTON will not discuss the conferences with other Board Members except at a public meeting. Such evaluation shall be in accordance with School Board policy, and based upon, among other things, performance standards, the powers and duties regarding Superintendents as described in the Florida Statutes and upon the contractual expectations and objectives of the Hernando County School District for each year.

STRATTON hereby agrees to conform and abide by the specific performance standards set forth in the evaluation instrument approved by the BOARD. It is understood that this evaluation criteria will be used to gauge STRATTON's performance by the School Board as a whole as well as by its individual Members and that the use of this evaluation instrument ties directly to compensation to which STRATTON may be entitled by virtue of his performance. The parties further agree that the evaluation criteria shall not be modified without discussion and input from STRATTON at a public meeting.

## VII. MEDICAL EXAMINATION

The BOARD requires that STRATTON have, and STRATTON agrees to have, a comprehensive medical examination and drug test once each year. STRATTON agrees to furnish said reports annually to the BOARD as listed below certifying to the physical competency of STRATTON, including the completed physical examination and drug testing form used by STRATTON's physician certifying as to areas tested and results of such testing, and each such statement shall be treated as confidential information by the BOARD to the full extent that confidentiality is required or permitted by law. STRATTON shall furnish annual certifying statements to the BOARD commencing with his first day of employment and thereafter on May 1<sup>st</sup> of each calendar year (or prior to STRATTON's evaluation should it occur prior to this date).

In addition to the annual physical examination provided for herein, if and when directed by the BOARD, STRATTON shall submit to a complete medical examination performed by a medical physician or physicians agreed upon by the BOARD. Such physician(s) shall report their full findings to STRATTON personally and shall report to the BOARD whether STRATTON is, and is likely to remain, physically able to perform his duties. At the request of the BOARD, such examinations shall include an evaluation of STRATTON's mental fitness to continue in his position. The BOARD shall pay all costs associated with such examinations and reports. STRATTON authorizes all such examining physicians to report all findings to the BOARD if the BOARD requests a full report. The physician's report shall be treated as confidential information by the BOARD

to the full extent that confidentiality is required or permitted by Florida Statutes. Further, if STRATTON is admitted to a hospital in any location, STRATTON or someone on his behalf will so inform the BOARD.

Any costs of any medical examination and/or drug test authorized or called for under this Agreement shall be at the BOARD's expense consistent with BOARD policies and procedures.

## VIII. RESIDENCY

STRATTON shall establish himself as a bona fide resident of Hernando County, Florida upon the commencement of his duties as Superintendent and he shall maintain his residency throughout the entire period of his employment under this Agreement.

## IX. MISCELLANEOUS PROVISIONS

### A. Venue.

Venue in any dispute involving the parties to this Agreement shall be solely in Hernando County, Florida and the jurisdiction shall be heard solely in the County or Circuit Court of Hernando County, Florida.

### B. Construction of Laws.

This Agreement and all of the terms and provisions contained herein shall be interpreted and construed according to the laws of the State of Florida. Should any clause, paragraph or other part of this Agreement be held or declared to be void or illegal for any reason by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

### C. Entire Understanding.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed, in writing, by the parties hereto.

### D. Headings.

The headings used in this Agreement are for reference only and should not be relied upon or used in the interpretation of the same.

### E. Binding Effect.

This Agreement shall not be binding until executed by all parties on the date so indicated below.



F. Attorney's Fees and Costs.

STRATTON and the BOARD acknowledge and agree that should there be any dispute regarding this Agreement or STRATTON's employment, each party shall bear their own attorneys' fees and costs in connection with any such dispute.

G. Entire Contract.

This Agreement constitutes the entire contract between the parties and shall supersede and replace all prior contracts or understandings, written or oral, including any addendums, relating to the matters set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this Agreement signifying their intent to be bound by the terms and conditions set forth herein and certifying that they possess the authority to bind themselves, their principals, agents and successors.

SIGNED, SEALED AND DELIVERED  
IN OUR PRESENCE

\_\_\_\_\_  
JOHN STRATTON

\_\_\_\_\_  
Date

\_\_\_\_\_  
GUS GUADAGNINO, School Board Chair

\_\_\_\_\_  
Date

Approved as to Form

\_\_\_\_\_  
Dennis J. Alfonso, General Counsel to the Board