

**SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE  
HERNANDO COUNTY SCHOOL BOARD AND RAY PINDER**

**THIS AGREEMENT** is made and entered into this 1st day of July, 2024, by and between the SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA ("BOARD"), and body corporate existing under the laws of the State of Florida and RAY PINDER ("PINDER")

**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 employee PINDER to perform the duties of the Superintendent of Schools in and for Hernando County, Florida, and;

**WHEREAS**, PINDER 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 2025.

**B. Contract Extensions.**

At or before the July 1, 2024 <sup>5</sup> BOARD meeting, and in conjunction with PINDER'S prior performance evaluations as provided for herein, the BOARD and PINDER 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 PINDER during this Agreement a gross base salary of One Hundred Sixty Thousand and 00/100 dollars (\$160,000) per contract year, payable in twenty-six (26) bi-weekly installments.

The BOARD shall provide the Superintendent with a monthly allowance of Six Hundred Fifty and No/100 (\$650.00) Dollars for business use of the Superintendent's automobile which may be used to fund car payment, automobile insurance, care, maintenance, fuel, or travel expenses in the Superintendent's discretion. In addition, for other travel related to the performance of his duties, the Superintendent shall be reimbursed for out of county mileage, lodging, meals, and such other expenses as Florida law permits and shall be paid in accordance with the state law guidelines for such travel for the reimbursement of public employees and officers. The Superintendent shall comply with Florida law and Board policies regarding such reimbursement for out of county travel. This automobile allowance is in lieu of and in place of the provision or use of a School District vehicle and the Superintendent will be permitted the use of a vehicle owned by the Board only in emergencies.

### D. Vacation.

PINDER 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. PINDER 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

PINDER shall earn sick leave in accordance with the formula set forth in Chapter 1012 Florida Statutes, and BOARD policy. PINDER'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. PINDER shall immediately notify other Board members of any approved leave.

F. Terminal Pay

PINDER 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. PINDER 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, PINDER 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 PINDER's membership dues associated with FADSS. Subject to the approval of the BOARD Chair and in compliance with BOARD policy and statute, PINDER's 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 PINDER has obtained such prior approval from the BOARD Chair.

Attendance at 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.

PINDER 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 PINDER access to Life Insurance benefits by applicable Florida law and BOARD policies and/or procedures for all BOARD employees.

I. Major Medical Insurance

The BOARD shall provide PINDER 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 PINDER's spouse or dependents shall be at his expense, at the same rate and under the same eligibility requirements as other BOARD employees.



J. Security Background Screening

The parties agree that PINDER'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. PINDER shall be subject to the same hiring/screening and self-reporting standards as those applied to BOARD instructional personnel.

K. Retirement

PINDER shall be eligible to participate in the Florida Retirement System (FRS). The BOARD shall contribute to the FRS as required by law. PINDER shall be entitled to all the benefits of an administrative twelve (12) month employee in addition to what is provided herein. In addition to the base salary provided above, the BOARD shall contribute to PINDER's 403(b) supplemental retirement investment plan/account a sum equal to 10% of the annual salary being paid by the BOARD to PINDER, beginning July 1, 2024 through the term of the Agreement. PINDER shall be paid his base salary and shall receive his 403(b) BOARD/employer contributions/deposits as set forth in this paragraph of the Agreement over twenty-four (26) payroll periods, unless the Agreement is terminated. The contributions/deposits made into PINDER's 403(b) plan/account and earnings thereon shall immediately become 100% vested with PINDER.

**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 PINDER 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 PINDER 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 PINDER contests the cause for termination, he may request a post-termination hearing on the charges conducted by the BOARD. PINDER 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. PINDER shall have the right to be represented by counsel of his choice and at his expense. PINDER shall be responsible for all of his own attorney's 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, by a majority vote of its membership, and PINDER.
- ii) PINDER's retirement as defined by the FRS and the FRS Deferred Retirement Option Program.
- iii) Incapacity (physical/mental). Regardless of any Board approved leave, this Agreement shall terminate should there be a medical determination that PINDER 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 PINDER.

C. Severance.

In the event of termination of PINDER, other than for cause pursuant to Section B, the BOARD successor Superintendent shall appoint the Superintendent to the Assistant Superintendent of Business Services and Operations administrative position or a position with a pay grade equivalent or higher to that held by Pinder prior to assumption of duties as Superintendent until June 30, 2027.

**IV. OTHER EMPLOYMENT.**

PINDER shall devote his full time, skill, labor, effort, and energy to the business of and his employment with the BOARD during the term of this Agreement, and he shall not serve as a paid consultant to other school districts or other educational agencies without the prior written approval of the BOARDCHAIR, unless such consultant services are undertaken on time charged to earned vacation leave and in such manner as not to interfere with the performance of the duties and responsibilities as set forth in this Agreement.

Outside professional activities, if any are performed, shall be disclosed to the BOARD, in writing in advance of performing the same. The BOARD shall not be responsible for reimbursement or any expenses, including per diem for meals and travel. Any such activities shall not violate Sections 112.311 - 112.3261, Florida Statutes, Code of Ethics for Public Officers and Employees.

**V. DUTIES OF THE SUPERINTENDENT**

During the term of this Agreement, PINDER 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. PINDER shall comply with all lawful directives issued by the BOARD related to the performance of his duties.

## **VI. EVALUATION**

The BOARD shall provide pinder with periodic opportunities to discuss superintendent relationships and his performance. The BOARD shall evaluate and assess PINDER 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 PINDER to discuss the individual Board Member's evaluation of PINDER and provide him with a copy of said Evaluation Instrument. No other Board Member will be present at the individual conferences and PINDER 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.

PINDER 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 PINDER' 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 PINDER 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 PINDER at a public meeting.

## **VII. MEDICAL EXAMINATIONS**

The BOARD may require, by a majority vote, that PINDER undergo a physical examination. If so, the BOARD shall pay for PINDER to undergo such examination by his physician relating to his physical capabilities within forty-five (45) days after the BOARD's decision, with the results to be given to the BOARD by the examining physician in the following form:

"It is my opinion after conducting a complete physical examination of the Superintendent of Hernando County Schools that he is (is not) psychically capable of carrying out the duties of Superintendent."

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(Signature of Physician)

The BOARD may require, by a super majority vote, (four or more Board Members) that PINDER shall undergo a mental capability test. If so, the BOARD shall pay for PINDER to undergo such a test relating to is mental capabilities within forty-five (45) days after the BOARD's decision, with the results to be given to the BOARD by the examining physician selected by the BOARD in the following form:

"It is my opinion after conducting a mental capability examination of the Superintendent of Hernando County Schools that he is (is not) mentally capable of carrying out the duties of Superintendent."

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(Signature of Physician)

PINDER states and declares that he has no medical, physical, or mental capability problem that would interfere with his ability to perform his duties hereunder. PINDER also states and declares that he has no legal incapacity, investigation, pending legal matter, or material change in his professional qualifications since being nominated for the Superintendent position by the BOARD.

### **VIII. RESIDENCY**

PINDER 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.

PINDER and the BOARD acknowledge and agree that should there be any dispute regarding this Agreement or PINDER'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.

H. **No Construction Against Drafter.**

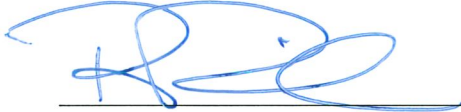
This Agreement was drafted jointly by Pinder and the Board and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.



**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



RAY PINDER

6/25/24

DATE



LINDA PRESCOTT, School Board Chair

6/25/24

DATE



DAVID M. DELANEY , General Counsel to the Board

6/25/24

DATE