

**SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE
HERNANDO COUNTY SCHOOL BOARD AND LORI ROMANO**

THIS AGREEMENT is made and entered into this 21st day of May, 2013, by and between THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA (the "BOARD"), a body corporate existing under the laws of the State of Florida and LORI M. ROMANO, Ph.D. ("ROMANO").

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 ROMANO to perform the duties of Superintendent of Schools in and for Hernando County, Florida, and;

WHEREAS, ROMANO hereby accepts the offer and agrees to be employed by the BOARD and perform the duties of 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. Initial Term of Employment

The initial term of employment as Superintendent shall commence on the 1st day of July 2013, and shall continue until the 30th day of June 2015, representing twenty-four (24) months of employment.

B. Contract Extensions

On or before the 31st day of May each year, beginning May 2015, and in conjunction with ROMANO's performance evaluation as provided for herein, the BOARD and ROMANO shall meet in open session to discuss and determine both parties' intent and interest in extending this Agreement for an additional one (1) year period. Should both parties agree to the extension of this Agreement for the additional one (1) year, an Addendum shall be prepared and executed by both parties extending the term of this Agreement.

C. Payment for Services Rendered

The BOARD agrees to pay ROMANO a gross base salary of ONE HUNDRED SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$117,000.00), payable in twenty-six (26) bi-weekly installments for the first year of the initial term of this Agreement. For the second year of the initial term, the BOARD agrees to pay ROMANO a gross base salary of ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00), payable in twenty-six (26) bi-weekly installments.

The base salary may be subject to increase(s) as may be warranted in the BOARD's sole discretion, the exercise of which discretion will be based on, and informed by, the BOARD's consideration of the following factors: (1) budget considerations; (2) raises given to other twelve (12) month administrative employees; (3) increases granted by the Florida Legislature to elected superintendents; and (4) performance by ROMANO.

D. Vacation Leave

ROMANO shall earn one (1) vacation day per month on an annual basis. Unused vacation leave may accrue during the term of this Agreement and any renewals or extensions thereof in accordance with Florida law and School Board Policies.

The Board Chair shall have discretion to approve or disapprove the use of vacation leave. The approval or disapproval of such leave shall be documented using the same leave forms required of other employees. ROMANO shall immediately notify other BOARD members of any approved leave under this section. Any application for vacation leave that will exceed one (1) week shall be placed on a regular School Board Agenda for approval.

E. Sick Leave

The Board Chair shall have discretion to approve or disapprove the use of sick leave in accordance with School Board Policy. The approval or disapproval of such leave shall be documented using the same leave forms required of other employees. ROMANO shall immediately notify other Board members of any approved leave under this section. ROMANO will be entitled to transfer sick leave accumulated prior to the effective date of this Agreement, to the full extent allowed by law and subject to all terms and conditions regarding their use as set forth in applicable law. ROMANO's transferred sick days shall be utilized by her on a one-to-one basis against those earned by her pursuant to this Agreement.

F. Professional Associations/Meetings

The BOARD shall pay ROMANO's membership dues associated with the following organizations: American Association of School Administrators (AASA), Florida Association of School Administrators (FASA), Florida Association of District School Superintendents (FADSS), Association for the Supervision of Curriculum Development (ASCD), Florida Association for District Instructional Materials Associates (FADIMA) and the Florida Organization of Instructional Leaders (FOIL). Subject to the approval of the BOARD Chair and in compliance with School Board Policies and Statutes, ROMANO may attend meetings/conferences held by these organizations. The expenses associated with her attendance will be paid by the BOARD in accordance with Florida law, School Board Policy and this Agreement. For transportation to in-state meetings and in consideration of section ILL., of this Agreement, no additional mileage reimbursement shall be payable to ROMANO hereunder when use of her automobile is reasonably practical. The BOARD shall not be required to pay any expenses for such meetings unless ROMANO has obtained such prior approval from the Board Chair.

Attendance at any other meetings/conferences which will take the Superintendent out of the County shall also be subject to the prior approval of the Board Chair and reimbursement in accordance with this section.

ROMANO shall advise the BOARD of approved meetings and conferences under this section and shall inform and report to the BOARD as to the nature and extent of her attendance at such professional meetings.

G. Life Insurance

Subject to insurability, the BOARD shall provide ROMANO with three (3) year term life insurance in the total amount of ONE HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$117,000.00). The BOARD may, at its option and if available, purchase the insurance for ROMANO through its group life provider. If not, the initial TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) worth of life insurance will be the same as that provided to all other District employees through the District's group plan. The cost to the BOARD of the remaining ONE HUNDRED AND SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$107,000.00) shall not exceed TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00) per year.

H. Major Medical Insurance

The BOARD shall provide to ROMANO during the entire term of this Agreement and any extension or renewal periods thereof, health insurance coverage. The BOARD agrees to pay ONE HUNDRED PERCENT (100%) of the premium for coverage under the BOARD's HMO Plan for ROMANO. Should ROMANO elect to participate in a more expensive Plan, she will be responsible for paying the difference in the cost of the premium between it and the HMO Plan. As additional compensation, the BOARD shall reimburse ROMANO up to EIGHT HUNDRED

AND THIRTY-THREE DOLLARS AND ZERO CENTS (\$833.00) per month for her costs for coverage under the BOARD'S HMO Plan for her spouse and family.

I. Security Background Screening

As noted in the advertisement for the position of Superintendent of Schools for Hernando County, Florida, the parties agree that ROMANO's employment and this Agreement are contingent on ROMANO's successfully passing a security background screening in accordance with Section 1012.32, Florida Statutes, and School Board Policy 6.173, including but not limited, to fingerprinting and a criminal background check. ROMANO shall be subject to the same requirements as School Board Instructional Personnel for background screening and self-reporting.

J. No Nepotism Agreement

The BOARD agrees that ROMANO will not recommend any family member for employment with the Hernando County School Board and that the BOARD will not consider a family member for employment in any position with the Hernando County School District.

K. Retirement

ROMANO 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.

L. Automobile/Travel Allowance and Cell Phone

In light of the unique nature of the professional duties of the Superintendent, ROMANO shall receive FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00) per month to cover automobile and travel-related expenses in the performance of her official duties during her employment under this Agreement. This contribution shall be paid to ROMANO in her regular paycheck.

The BOARD shall provide ROMANO with a District-issued cellular telephone which will be used in accordance with School Board Policy.

M. Relocation Expenses

The BOARD will reimburse ROMANO, upon presentation of receipts, for those costs associated with her relocation, in an amount not to exceed THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,500.00).

III. TERMINATION OF AGREEMENT

A. For Cause

By a majority vote of its membership, the BOARD shall have the right to terminate this Agreement of employment and to remove ROMANO from office for misfeasance, malfeasance or corruption in office, incompetency, insubordination, immorality, breach of contract, material breach or violation of the Florida Administrative Code 6A-10.081, or violation of any State of Florida or Federal law and/or regulation applicable to ROMANO's employment and duties, School Board Policy and/or material breach of this Agreement including resignation of her employment without BOARD agreement as to the terms of such resignation. For the purposes of this Agreement, such circumstance shall be referred to as "*for cause*."

Notice shall be provided to ROMANO in writing, setting forth the cause for termination. If ROMANO contests the *for cause* termination, she may request a post-termination hearing on the charges conducted by the BOARD. ROMANO 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 Florida Statute Chapter 120. ROMANO shall have the right to be represented by counsel of her choice and at her expense. ROMANO shall be responsible for all of her own attorney's fees, expenses and costs at all hearings, levels or appeals.

If termination *for cause* occurs, no School Board terminal benefits shall be due and ROMANO waives any and all right to same.

In addition, in the event that termination *for cause* occurs during the initial term of this Agreement, ROMANO agrees to reimburse the BOARD as liquidated damages up to TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) for documented expenses related to the cost to the BOARD for conducting a Superintendent Search as well as other damages resulting from the turnover and transition to a new School District Administration. The BOARD may withhold any terminal pay (accumulated sick/vacation leaves) at the time of termination under this section as security for the payment of these damages.

B. No Cause

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

- (a) Mutual agreement by and between the BOARD and ROMANO.
- (b) ROMANO's retirement as defined by the FRS.
- (c) Incapacity (physical/mental). Regardless of any School Board-approved leave, this Agreement shall terminate should there be a medical determination that ROMANO is unable to perform the essential functions of her job, with or without reasonable accommodation as required by law. A medical examination may be ordered by the BOARD in contemplation of this section as per the provisions of Article VII., herein.
- (d) Death of ROMANO.

IV. OTHER EMPLOYMENT

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

Furthermore, ROMANO shall notify the BOARD in writing prior to making 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 further payments of any kind shall be due ROMANO.

V. DUTIES OF THE SUPERINTENDENT

During the term of this Agreement, ROMANO shall perform all duties, obligations and responsibilities of the Superintendent of Schools in and for Hernando County, Florida, as defined by Florida Statutes, Florida Department of Education Rules, School Board Policies and the School Board-approved Superintendent's Job Description. ROMANO shall comply with all lawful directives issued by the BOARD related to the performance of her duties and consistent with applicable law, regulation and School Board Policy.

VI. EVALUATION

The BOARD shall provide ROMANO with periodic opportunities to discuss superintendent relationships and her performance. The BOARD shall evaluate and assess ROMANO annually beginning May 2014, 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 ROMANO to discuss the individual Board Member's evaluation of ROMANO. No other Board Member will be present at the individual conferences and ROMANO will not discuss the conferences with other Board Members. Such evaluation shall be 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. Additionally, such evaluation of ROMANO's performance shall include consideration of changes in the District performance in the following areas:

- (1) Graduation rate;
- (2) Industry certifications earned and student participation;
- (3) Dropout rate;
- (4) School grades.

ROMANO hereby agrees to conform and abide by the specific performance standards set forth in the evaluation instrument approved by the BOARD as may be revised from time to time. It is understood that this evaluation criteria will be used to gauge ROMANO's performance by the School Board as a whole as well as by its individual Members.

VII. MEDICAL EXAMINATION

The BOARD requires that ROMANO have (and ROMANO agrees to have) a comprehensive medical examination, which will include a drug test, once each year. ROMANO agrees to furnish said reports annually to the BOARD as listed below certifying to the physical competency of ROMANO, including the completed physical examination and drug testing form used by ROMANO'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. The cost of such annual medical examination and drug test shall be paid by the BOARD. ROMANO shall furnish annual certifying statements to the BOARD commencing with her first day of employment and thereafter on May 1st of each calendar year (or prior to ROMANO'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, ROMANO 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 ROMANO personally and shall report to the BOARD whether ROMANO is, and is likely to remain, physically able to perform her duties. At the request of the BOARD, such examination shall include an evaluation of ROMANO's mental fitness to continue in her position. The BOARD shall pay all costs associated with such examinations and reports.

ROMANO authorizes all such examining physicians to report all findings to the BOARD if the BOARD requests a full report. The report submitted by the physician(s) shall be treated as confidential information by the BOARD to the full extent that confidentiality is required or permitted by Florida Statutes.

Further, if ROMANO is admitted to a hospital in any location, ROMANO or someone on her behalf shall so inform the BOARD.

VIII. RESIDENCY

ROMANO shall establish herself as a bonafide resident of Hernando County, Florida, upon the commencement of her duties as Superintendent and she shall maintain her residency throughout the entire period of her 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 jurisdiction shall be 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 alternation of this Agreement shall be binding unless endorsed, in writing, by the parties hereto. If there are any conflicts between this Agreement and/or School Board policies or procedures, the terms of this Agreement shall prevail.

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

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

G. Entire Agreement

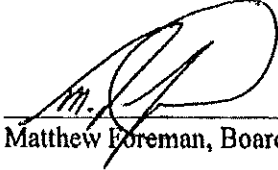
This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, including any addendums, relating to the matters set forth herein.

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 BY:

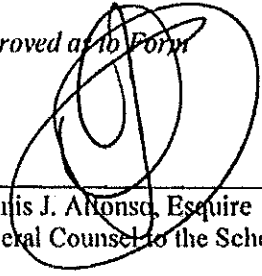
Lori M. Romano, Ph.D.
Lori M. Romano, Ph.D.

5-20-2013
Date



Matthew Foreman, Board Chairperson

6/25/13
Date

Approved as to Form


Dennis J. Aronson, Esquire
General Counsel to the School Board