



REASONABLE
SOLUTIONS

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Hernando County School Board Members
Hernando County School District
919 North Broad Street
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Via email to Dennis Alfonso, Esq., General Counsel to the Board via email djalfonso1@aol.com;
dalfonso@mclainalfonso.com

RE: Breach of Contract with Hernando County School District
Superintendent, Dr. Lori Romano

Dear Hernando County School Board Members:

This correspondence provides you **notice that you are in breach of the Superintendent Employment Agreement** dated January 26th, 2016 with the Hernando County School District Superintendent, Dr. Lori Romano. Several of you have attempted to publicly humiliate and needlessly and irreparably injure the reputation of the Superintendent. While you may not agree with her decisions, she is empowered to ensure the educational foundations of the children of Hernando County. She strives to do that every day and some days hard decisions are made; but, in the end, they are for the good of the children and their education. Some of these decisions are mandated by Florida state statutes and regulations of the Florida Board of Education.

Breach of Employment Contract - Section VI. Evaluation

Per the current employment contract, Beth Naverud in her role as a school board member (Chair 2016-2017) and Susan Duval in her role as school board member have failed to meet the contractual requirements outlined in Section VI- Evaluation of the Superintendent's contract. This behavior has persisted into the fourth year of their four year terms and therefore constitutes a pattern of behavior.

The employment contract provides:

IV. Evaluation

The BOARD shall provide ROMANO with periodic opportunities to discuss superintendent relationships and her performance. The BOARD shall evaluate and assess ROMANO 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 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 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. 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.

The specific evaluation instrument shall be the existing instrument as previously utilized by the BOARD. Any modifications to such instrument shall be made upon consideration of recommendations by ROMANO as superintendent, and approved by the BOARD at a public meeting. ROMANO 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, after consideration of her recommendations with regard to any such revisions. It is understood that this evaluation criteria will be used to identify BOARD expectations and gauge ROMANO's performance by the School Board as a whole as well as by its individual Members.

A pattern has been established by Board Member Naverud from the beginning of her tenure as a Board Member in breaching the contract. In Year 1 of Board Member Naverud's term, she refused after multiple attempts to set-up "periodic opportunities to discuss superintendent relationships and the superintendent's performance" as outlined in the Superintendent's contract. With less than six months of time as a school board member, the Superintendent was evaluated by Naverud who directed the school board secretary to upload her evaluation to the school board agenda (which was made public) prior to meeting individually with the Superintendent. Therefore, Naverud did not comply with the requirements of the contract (i.e., "Prior to this public meeting, individual Board Members will meet with Romano to discuss the individual Board Member's evaluation of Romano.") The *Tampa Bay Times*, in their news article dated May 28, 2016 documents this issue (<http://www.tampabay.com/news/education/k12/evaluations-show-solid-support-for-hernando-school-superintendent/2279387>) and reflects this behavior.

At the advice of the Board's General Counsel, Dennis Alfonso, the scheduled school board workshop discussion on this topic had to be postponed until the following school board

meeting date due to Navarud's failure to meet individually with the Superintendent. (5/28/16 TBT Article quote: "The board had been scheduled to talk about the evaluations at its last workshop, but the discussion was postponed because board member Beth Narverud had not had a chance to meet with Romano to discuss her unflattering evaluation.") Unfortunately, the behavior of Naverud has continued throughout her second, third and fourth year as a school board member and Chair. After repeated and persistent attempts by the school board secretary, Kelly Pogue to schedule "periodic opportunities to discuss superintendent relationships and the superintendent's performance" as outlined in the Superintendent's contract, she has failed to do so. If any communication is provided by Naverud, it is received through the Board's General Counsel and/or through staff members who have received directives from her. Naverud claims in the TBT article (above) that, "...her review was not meant as a personal attack, and that she hoped it would lead to a better performance. I do my evaluation not to embarrass anyone. I do evaluations to foster improvement," she said." Improvement is only gained when the boss of an employee helps them to understand the specific needs for improvement.

Board Member Susan Duval has demonstrated a similar pattern of behavior, directing school and district staff directly without any knowledge of the Superintendent, failing to set-up "periodic opportunities to discuss superintendent relationships and the superintendent's performance" as outlined in the Superintendent's contract and instead, has repeatedly used public shaming methods. After repeated and persistent attempts by the school board secretary, Kelly Pogue to schedule "periodic opportunities to discuss superintendent relationships and the superintendent's performance" as outlined in the Superintendent's contract, she has failed to do so. Not one meeting has been held between Board Member Duval and Dr. Romano. This is clearly a breach of the Superintendent's employment contract. The citizens of Hernando County should not bear the cost of protracted litigation just because the elected officials do not fulfill the simple duties of an employment contract, namely, meeting with the Superintendent as required by her contract.

In the 2017 Evaluation, Board Member Duval did not disclose her evaluation of Superintendent Romano in accordance with the employment contract. Board Member Naverud met with Superintendent Romano one hour before her evaluation was disclosed. This behavior of Hernando County elected officials should not be tolerated. They should follow the contracts that they have been empowered to uphold. It has also become apparent that the latest 360 Evaluation/2018 Superintendent's Performance Survey will be unreliable due to inconsistencies in its execution with the employees of the Hernando County School District. School District employees have been able to complete the survey multiple times which will make the results suspect.

These are material breaches of the Superintendent Employment Agreement dated January 26th, 2016. We will pursue all legal avenues of redress in accordance with the contract. Govern yourselves accordingly.

Sincerely,

Kathryn L. McHale

Kathryn L. McHale, Esq.

KLM/mm

cc: Kelly Pogue, Board Secretary - pogue_k@hcsb.k12.fl.us
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