

EMPLOYMENT AGREEMENT
BETWEEN
DR. PAULA A. RADICH
AND THE
BEAVERTON SCHOOL DISTRICT No.48
BEAVERTON, OREGON

This Agreement is made and entered into this 23rd day of May 2016, by and between the Beaverton School District No. 48, hereinafter referred to as the "District," and Dr. Paula A. Radich, hereinafter referred to as "Interim Superintendent."

WITNESSETH:

WHEREAS, Interim Superintendent is desirous of serving as the chief executive officer of the District and to perform all duties required by that office;

WHEREAS, the District is desirous of securing an Interim Superintendent of Schools to supervise and direct the schools and the educational program of the District under the general supervision of the District's School Board; and

WHEREAS, the District and Interim Superintendent believe that a written Employment Agreement is necessary to specifically describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District's schools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs Dr. Paula A. Radich as the Interim Superintendent of Schools in and for the District, and Interim Superintendent hereby accepts such employment upon the terms and conditions as set forth below.

I. TERM

This Agreement shall be for a period of six (6) to thirteen (13) months but may be of shorter duration upon the mutual agreement of both parties. This Agreement shall commence on June 1, 2016. This contract is only for the time specified above and it shall not be otherwise extended or renewed by any "automatic" provision. Interim Superintendent acknowledges notice of the District's intent not to renew this Employment Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the District or Interim Superintendent to terminate this Agreement at any time subject only to the provisions herein relating to termination.

During the term of this Agreement, Interim Superintendent may undertake speaking engagements, writing and other professional activities for honoraria and expense, provided such activities do not interfere with Interim Superintendent's normal duties.

The Interim Superintendent works exclusively for the Board, and any consultative work or any outside employment is subject to the Board's prior written approval.

II. TERMINATION OF EMPLOYMENT AGREEMENT

Either party may terminate this Agreement at any time for any reason after 30 days prior written notice to the other or earlier based upon the mutual agreement of both parties. If this Agreement is terminated in this manner, the District shall not be obligated for the "full" amount of the Interim Superintendent's salary set forth below unless such termination occurs within 30 days of the expiration of this Agreement.

III. SALARY

The District shall pay Interim Superintendent a monthly salary of \$16,733.33 (per diem rate of \$787.45). The parties understand that the District will not pay any contribution to the Oregon Public Employees Retirement System on behalf of the Interim Superintendent as she is not eligible for contributions.

IV. DUTIES

As chief executive officer of the District, Interim Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of Oregon. In addition to the powers and duties as provided by law, Interim Superintendent shall have the additional powers and duties set forth in the position description of Superintendent found in Board Policy CBA, which is attached and incorporated in this contract. Interim Superintendent shall be entitled to:

- A. Present Interim Superintendent's recommendation to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board.
- B. Attend each meeting of the Board, except any meeting in executive session called for the purpose of evaluating Interim Superintendent's performance; and
- C. Serve as an ex-officio member of each committee established by the Board. This is an agreement for the performance of professional services as superintendent by the Interim Superintendent, who shall not be assigned to any other position.

V. PROFESSIONAL GROWTH OF INTERIM SUPERINTENDENT

The District encourages the continuing professional growth of the Interim Superintendent through her participation in:

- A. Seminars and conferences offered by public or private educational institutions to be reimbursed up to an amount agreed upon between the Board and Interim Superintendent; and
- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Interim Superintendent to perform her professional responsibilities for the District.

VI. INTERIM SUPERINTENDENT'S LICENSE

Interim Superintendent shall maintain throughout the life of this Agreement a valid and appropriate license to act as the Superintendent of Schools as required by the State of Oregon. The breach of this requirement will immediately terminate this Agreement without recourse.

VII. EVALUATION

The Board shall meet with Interim Superintendent at least once during the term of the Agreement to informally discuss Interim Superintendent's performance for the purposes of improving District leadership, maintaining open and effective communication between the Board and Interim Superintendent and enhancing relations between the Board and Interim Superintendent.

VIII. VACATION

Interim Superintendent shall earn vacation at the rate of one (1) day per month, prorated based upon the duration of this Agreement. The Interim Superintendent is entitled to any other paid holidays normally observed by the District, and excepting to the various forms of leave days provided elsewhere in this Agreement.

VIX. FRINGE BENEFITS

The Interim Superintendent's fringe benefits shall include: (1) sick leave, emergency leave and bereavement leave; (2) disability insurance paid by the District with benefits taxable to Interim Superintendent.

The Interim Superintendent shall be allowed to defer such other portions of her salary into a tax sheltered annuity plan of the Interim Superintendent's choice in an amount authorized by law. The Interim Superintendent shall be responsible for any payroll costs associated with this tax-sheltered annuity.

X. SICK LEAVE

Sick leave shall be credited to Interim Superintendent's account upon Interim Superintendent's reporting for duty and shall accrue during the term of this Agreement in accordance with ORS 332.507.

XI. EXPENSES

The District shall reimburse Interim Superintendent for all actual and necessary expenses incurred by Interim Superintendent within the scope of Interim Superintendent's employment and within amounts budgeted for such purposes.

XII. AMENDMENT OF AGREEMENT

Either party may request changes to this Agreement during the term of this Agreement.

XIII. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless, and indemnify the Interim Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Interim Superintendent was acting within the course and scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Interim Superintendent against such demands, claims, suits, actions and legal proceedings.

XIV. ATTORNEY FEES

In the event of any suit or action hereon, the prevailing party in such suit or action shall be entitled to reasonable attorney fees to be fixed by the trial court, if any appeal is taken, from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney fees in the appellate court, together with the prevailing party's costs and disbursements incurred therein.

XV. APPLICABLE LAW

This Agreement is to be construed under the laws of the state of Oregon. The venue for resolving all legal disputes under this Agreement shall be in the Circuit Court of Washington County, Oregon.

IN WITNESS WHEREOF, the District pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on May 23, 2016, has caused two

originals of this Agreement to be signed in the name of the District by the Chairperson of the School Board, and Interim Superintendent has hereunto affixed her hand and seal the day and year first above mentioned.

DISTRICT:


INTERIM SUPERINTENDENT:

Beaverton School District
Beaverton, Oregon

By: 
Chairperson Anne Bryan

By: 
Dr. Paula A. Radich

APPROVED AS TO FORM:


Camellia Osterink, Attorney for District

QUALIFICATIONS AND DUTIES OF THE SUPERINTENDENT

POSITION: Superintendent of Schools

QUALIFICATIONS: 1. A current Oregon administrative license with a superintendent's endorsement or a transitional superintendent license
2. Successful experience as an educational leader and administrator
3. In lieu of experience and training requirements above, the Board may consider as a candidate for its superintendent's position an individual who meets transitional or exceptional administrator licensure requirements. The Board may, jointly with the individual, submit an application for such license for Teacher Standards and Practices Commission approval pursuant to OAR 584-080-0151 and 584-080-0161
4. Other qualifications as determined by the Board.

REPORTS TO: Board of Directors

SUPERVISES: Central office administrators and school principals; and through them, all district personnel

JOB GOAL: Provide for effective administration of all schools and departments, and educational leadership throughout the school system and community.

Performance Responsibilities

The Superintendent:

1. Serves as chief executive officer of the district except as otherwise provided by law, makes rules not in conflict with law or with Board policies and decides all matters of administrative and supervisory detail in connection with the operation and maintenance of the schools;
2. Initiates and directs the development of policies for approval by the Board, delegating such responsibility to associates and subordinates as deemed desirable;
3. Attends all meetings of the Board and takes part in the deliberations, but does not vote;
4. Assists the Board in reaching sound judgments, establishing policies and approving those matters which the law requires the Board to approve; places before the Board necessary and helpful facts, comparisons, investigations, information and reports and makes available the personal advice on special or technical matters by those persons who are qualified to furnish it;
5. Implements and interprets Board policies;

6. Recommends the appointment, assignment, transfer, promotion, demotion, renewal, non-renewal, extension, non-extension, discharge and/or suspension of any employee of the district as provided by law and Board policies, with such recommendations reported to the Board;
7. Directs the professional supervisory staff in visits to the schools under his/her charge; through this staff, directs, assigns and assists teachers and all other educational employees in the performance of their duties; classifies, assigns and controls the promotion of students; and performs such other duties as the Board determines;
8. Directs the work of the professional staff in evaluating curriculum and instructional materials and, upon the basis of such study, makes recommendations to the Board;
9. Supervises the establishment or modification of attendance and transportation area boundaries subject to Board approval;
10. Directs the preparation of an annual or biennial budget showing the estimated receipts and disbursements necessary to cover the needs of the district for the ensuing budget period and submits this estimate to the Board in accordance with law;
11. Approves and directs, in accordance with law and Board regulations, purchases and expenditures, within the limits of the budget;
12. Exercises leadership in directing studies of sites and buildings, considering the population trend and the educational and cultural needs of the district, to ensure timely decisions by the Board and electorate regarding construction and renovation projects;
13. Represents the district in dealings with other school systems, social institutions, business firms, government agencies and the general public;
14. Keeps the public informed about current educational practices, educational trends and the practices and problems in the district.

The superintendent will not engage in, or have financial interest in, any activity that raises a reasonable question of a conflict of interest.

The specific enumeration of the superintendent's duties as detailed above will not act to limit the broad authority and responsibility of the office.

END OF POLICY

Legal References:

ORS 327.133	OAR 581-022-0102 to -1940
ORS 332.075	OAR 581-023-0006 to -0050
ORS 332.405 - 332.427	OAR 584-020-0000 to -0045
ORS 332.515	OAR 584-036-0035 (1)
ORS 342.125	OAR 584-046-0005 to -0035
ORS 342.140	OAR 584-048-0085 to -0102

ORS 342.143
ORS 342.173
ORS 342.175
ORS 342.200

OAR 584-080-0151
OAR 584-080-0161