

**Willamette Education  
Service District**

Code: **CBC**  
Adopted: 8/12/08  
Readopted: 8/10/10

**Superintendent's Contract**

The Superintendent, upon appointment by the Board, will receive a written contract which will state the terms of employment such as compensation, benefits and other conditions.

The compensation and benefits for the position of superintendent will be fixed by the Board, based upon the responsibilities required of the Superintendent in performing his/her duties. All Board members will be supplied with the contract and review it prior to signing. The Board may not enter into an employment contract that contains provisions that expressly obligates the ESD or school to compensate the Superintendent for work that is not performed.

The ESD may provide health benefits for an administrator that is no longer employed by the ESD until the administrator:

1. Reaches 65 years of age; or
2. Finds new employment that provides health benefits.

Provisions for termination of the Superintendent's employment, either by the Board or the superintendent, will also be set forth in the Superintendent's employment contract. For a period of one year after termination of the contract the Superintendent may not:

1. Purchase property or surplus property owned by the ESD or school; or
2. Use property owned by the ESD or school in a manner other than the manner permitted for the general public.

END OF POLICY

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**Legal Reference(s):**

[ORS 334.125\(5\)](#)

[ORS 342.603](#)

[ORS 334.225](#)

[ORS 342.815\(1\),\(3\)](#)

Ambrose v. Bd. of Educ., 51 Or. App. 621 (1981).

Babbitt v. Mari-Linn Sch. Dist., 94 Or. App. 161 (1988).

**Cross Reference(s):**

CBB - Recruitment and Appointment of the Superintendent