

**EMPLOYMENT CONTRACT BETWEEN  
DAVID J FIGG  
AND THE GOVERNING BOARD OF THE  
BRUNSWICK R-II SCHOOL DISTRICT**

This employment contract is made and entered into this 18<sup>th</sup> day of January, 2008, by and between the governing board of the Brunswick R-II School District, hereinafter referred to as District and David J Figg hereinafter referred to as Superintendent.

Whereas, District desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which District believes generally improves the quality of its overall educational program; and, whereas, District and Superintendent believe that a written employment contract is necessary to describe specifically 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 schools.

Now, therefore, District and Superintendent for the consideration herein specified, agree as follows:

1. **Term**  
District, in consideration of the promises, herein contained, of Superintendent, hereby employs, and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2008 and ending June 30, 2010.
2. **Professional Certification and Responsibilities of Superintendent**
  - A. **Certification**  
Superintendent shall hold a valid certificate issued by the state Board of Education.
  - B. **Duties**  
Superintendent shall have charge of the administration of the schools under the direction of the Board; shall direct and assign teachers and other employees of schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time.  
The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions, called to its attention to the Superintendent for study and recommendation. The Superintendent shall attend all open Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of the school board committees as directed and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall comply will all applicable laws and shall notify the Board in a timely fashion of its legal duties and obligations.
3. **Professional Growth of Superintendent**  
District encourages the continuing professional growth of Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, in:
  - A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and school board associations.
  - B. Seminars and courses offered by public or private educational institutions, and



- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the District.

In its encouragement, District shall permit a reasonable amount of release time for Superintendent, as he deems appropriate, to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the District in the annual budget.

4. **Compensation**  
The Superintendent's salary for the 2008-09 school year shall be **\$68,500.00** payable in 12 equal installments beginning July 1, 2008 and ending June 30, 2010. Monthly gross salary shall be **\$5,708.33**. Salary for the FY2009-2010 will be negotiated when salary schedules are approved for that fiscal year.
5. **Vacations and Other Benefits**  
Superintendent shall be entitled to all benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with District, including but not limited to, **2 weeks vacation and illness benefits and leaves**, any other forms of insurance protection, retirement program, choice of Tax-Sheltered Annuities, and other administrative employee benefits. Annual holidays are Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day.
6. **Expenses**  
District shall pay or reimburse Superintendent for reasonable expenses approved by District and incurred by Superintendent in the continuing performance of his duties as approved by District in the annual budget.
7. **Professional Liability**
- A. District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting with the authority of the school board to provide under state law. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.
  - B. If in good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of Superintendent and the legal position of District, Superintendent may engage counsel to represent his interests.
  - C. District shall now, however, be required to pay any costs of any legal proceedings in the event District and Superintendent have adverse interest in such litigation.
8. Superintendent shall submit to Board a recommended format for administrator evaluation within ninety (90) days of the effective date of this contract.
9. **Termination of Employment Contract**  
This employment contract may be terminated by:
- A. Mutual agreement of the parties
  - B. Retirement of Superintendent
  - C. Disability of Superintendent  
In the event of disability by illness or incapacity, after Superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of his duties.

District may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available. All obligations of District shall cease upon termination.

If a question exists concerning the capacity of Superintendent to return to his duties, District may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be at the expense of District. The physician shall limit his report to the issue of whether Superintendent has a continuing disability which prohibits him from performing his duties.

D. Discharge for Cause


Discharge for cause shall constitute conduct which is seriously prejudicial to District, including but not limited to, neglect of duty, breach of contract, or any cause for which the employment of a permanent teacher may be terminated. Notice of charges and of the opportunity for a hearing shall be given in writing and Superintendent shall be provided a written decision describing the results of the meeting. Superintendent may be suspended with pay pending the board's final decision. If discharged for cause, no further amounts shall be due under the contract.

10. Savings Clause

If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

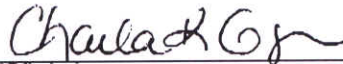
In Witness whereof, District has caused this employment contract to be approved by a duly authorized officer and Superintendent has approved this employment contract effective on the day and year specified in Paragraph 1, above.

SUPERINTENDENT

  
\_\_\_\_\_  
David J Figg

BOARD OF EDUCATION

  
\_\_\_\_\_  
President, Kirk Gunn

  
\_\_\_\_\_  
Secretary, Charla Giger

THIS CONTRACT WILL BE CONSIDERED NULL AND VOID UNLESS A SIGNED COPY IS RETURNED TO THE SUPERINTENDENT'S OFFICE BY TUESDAY, JANUARY 22, 2008 AT 8:00 A.M.