

CONTRACT OF EMPLOYMENT
INTERIM SUPERINTENDENT
BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION

This Contract, effective on July 1, 2020, is by and between the **BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION** (hereinafter “the Board”), with offices located at 836 Newmans Lane, Bridgewater, New Jersey 08807, and Dr. **THOMAS FICARRA** (hereinafter, also, “Interim Superintendent”).

WITNESSETH

WHEREAS, the Board desires to employ the Interim Superintendent and THOMAS FICARRA wishes to accept such employment; and

WHEREAS, Board desires to provide the Interim Superintendent with a written employment contract in order to maintain administrative stability and continuity within the schools; and

WHEREAS, the Board and the Interim 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 during this interim period.

NOW THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT

Subject to satisfactory completion of required criminal and sexual history background checks, and approval of this Contract by the Somerset County Executive Superintendent, the Board hereby agrees to employ THOMAS FICARRA as Interim Superintendent and THOMAS FICARRA hereby accepts said employment.

ARTICLE II

TERM

The term of this Contract shall be for the period beginning July 1, 2020 through June 30, 2021, or the date of commencement of employment of a new superintendent, which ever shall occur first in time..

ARTICLE III

CERTIFICATION

THOMAS FICARRA represents that he currently possesses the appropriate New Jersey certification and endorsement as “School Administrator.” If, at any time during the term of this Contract, the Interim Superintendent’s certification is revoked, this Contract shall be null and void as of the date of the revocation. A copy of the Interim Superintendent’s certification shall be kept on file in the personnel office.

ARTICLE IV

DUTIES

In consideration of the employment established hereby, the Interim Superintendent hereby agrees to perform the duties assigned to him in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing job descriptions and Board policies, and those which are adopted by the Board in the future.

ARTICLE V

COMPENSATION

- A. Salary. The Board shall pay the Interim Superintendent an annual salary of \$227,200 (Two Hundred Twenty-Seven Thousand, Two Hundred Dollars), prorated for the number of days he actually works, plus all paid holidays enjoyed by the school district's non-unionized central office administrators.
- B. Uncompleted Work Days. It is understood that from time-to-time, the Interim Superintendent may need to take off a normal workday (*i.e.*, one worked by the non-unionized central office workers). In that event, he shall notify both the Board President and the School Business Administrator, as far in advance as practicable. For each such day not worked, a deduction in compensation shall be made in the per diem amount of \$873.85 (Eight Hundred Seventy-Three Dollars and Eighty-Five Cents).
- C. Payment Schedule. Salary payment shall be paid to the Interim Superintendent in accordance with the schedule of payments in effect for other certified employees. All customary payroll taxes shall be withheld, except as indicated below.
- D. Personal Illness Days. The Interim Superintendent shall be credited with paid sick time in accordance with *The Earned Sick Leave Act*, N.J.S.A. 34:11D-2, *et seq.* For every 30 hours worked, the Interim Superintendent shall accrue one hour of paid sick leave. The Board shall not be required to permit the accrual or use in any Contract year, or carry forward from one Contract year to the next, more than 40 hours of earned sick leave.
- E. Benefits: The Interim Superintendent shall not receive any other compensation from the Board that is not specifically set forth under this Contract, and hereby waives any claim that he may have to same, including, but not limited to, health, pension, insurance or other employment benefits.

1. The parties acknowledge that as a retiree of the New Jersey Teachers Pension and Annuity Fund (“TPAF”), THOMAS FICARRA is subject to the provisions of *N.J.S.A. 18A:66-53.2*. Mr. Ficarra assumes sole responsibility for full compliance therewith.
2. The Interim Superintendent waives Board paid health insurance and shall provide evidence of other, existing healthcare insurance coverage which he shall maintain in full force and effect throughout his employment under this Contract at no cost to the Board.

F. Transition Time: It is understood that the Interim Superintendent may require some transition time with the outgoing Superintendent prior to July 1, 2020. Up to five (5) days may be used toward this transition, with compensation days being provided after July 1st for each day needed.

G. Professional Membership: The Board encourages the continuing professional growth of the Interim Superintendent through participation, subject to Board review and approval, in the following:

1. County and State Department of Education meetings, workshops, and information sessions.
2. The operations, programs, and other activities conducted or sponsored by local, state and national administrators and/or school board associations;

3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Interim Superintendent to perform his professional responsibilities for the Board;
4. Visits to other institutions; and
5. Other activities promoting professional growth of the Interim Superintendent, subject to Board approval, the Board may permit a reasonable amount of release time for the Interim Superintendent to attend such seminars and meetings and shall pay all necessary travel, registration and sustenance expenses.

Reimbursement or payment for such expenses shall be made in accordance with *N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1, et seq.*, and Board policy.

H. Use of Private Vehicle. The Interim Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business, exclusive of commuting, as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement. Payment for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. All travel and associated expenses shall be reimbursed only in accordance with Board policy, state law, state regulations and applicable OMB Circulars.

I. Equipment.

1. The Board shall provide for the use of the Interim Superintendent a smartphone and shall pay the monthly charges for his use in performing his duties as Interim Superintendent. The smartphone shall remain the property of the Board.

2. The Board shall provide for the use of the Interim Superintendent a laptop computer, notebook or tablet for his use in performing his duties as Interim Superintendent. The equipment shall remain the property of the Board.
- J. Professional Liability: The Board agrees that it shall defend, hold harmless, and indemnify the Interim Superintendent from any and all demands, claims, audits, actions, and legal proceedings brought against him in his individual capacity as an agent and employee of the District, subject to *N.J.S.A. 18A:16-6*.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

- A. This Contract shall terminate, the Interim Superintendent employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
1. Failure to possess/maintain proper certification;
 2. Revocation or suspension of the required certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
 3. Forfeiture under *N.J.S.A. 2C:51-2*;
 4. Mutual agreement of the parties;
 5. Misrepresentation of employment history, educational and professional credentials; and
 6. Commission of any legally disqualifying offense or crime, and
 7. Contractual notice of termination, as set forth in B, below.
- B. Advanced Notification of Intention to Terminate.
1. The Board may terminate this Employment Contract for any reason upon at least ninety (90) calendar days written notice to the Interim Superintendent on or before July 1, 2020.
 2. Thereafter, the notification period shall be reduced from 90 days by one calendar day for each successive day through August 31, 2020.
 3. Beginning on September 1, 2020, and continuing through September 30, 2020, thirty (30) calendar days' notice shall be required.

4. Beginning on October 1, 2020 and continuing thereafter for the balance of the Contract term, fifteen (15) calendar days' notice of termination shall be required.
5. The Interim Superintendent may terminate this Employment Contract by providing at least thirty (30) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

ARTICLE VII

SAVINGS CLAUSE

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

ARTICLE VIII

GOVERNING LAW

This Contract and all provisions hereof shall be governed by and construed under the laws of the State of New Jersey.

ARTICLE IX

CONSTRUCTION

For the purposes of resolving any ambiguities in this Contract, this Contract shall be deemed to have been mutually drafted and all terms shall be afforded their fair meaning.

ARTICLE X

NOTICES

All notices under this Contract shall be in writing, shall be effective upon receipt, and may be sent via electronic transmission, but with a hard copy also delivered via mail or courier service, as follows:

A. To the Board

c/o Peter Starrs, Secretary/Business Administrator
pstarrs@brrsd.k12.nj.us
Wade Administration Building
836 Newmans Lane
Bridgewater, NJ 08807

B. To THOMAS FICARRA

[insert email and official mailing address]

ARTICLE XI

RIGHT TO CONSULT AN ATTORNEY

The Interim Superintendent acknowledges that he has been advised of his right to consult independent legal counsel and that the Board Attorney does not represent him in conjunction with this Contract.

ARTICLE XII

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes and integrates any and all prior representations, negotiations, discussions, understandings and agreements, whether oral or written. This Contract shall not be amended, changed or modified except in a writing signed by all parties. Each party acknowledges that the other party, nor any agent or attorney of the

other party, have made any promise, representation or warranty whatsoever, express or implied, not contained in this Contract to induce it to execute this Contract.

IN WITNESS WHEREOF, the undersigned have signed this Employment Contract effective on the day and year first above written.

FOR THE BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION:

ATTEST:

By: _____
Jacqueline M. Barlow, Board President

Peter F. Starrs, Board Secretary

Date: _____

INTERIM SUPERINTENDENT:

THOMAS FICARRA

Date: _____