

**BRICK TOWNSHIP BOARD OF EDUCATION
CONTRACT FOR INTERIM SUPERINTENDENT SERVICES**

This Agreement made on this 28th day of May, 2015, by and between

THE BOARD OF EDUCATION OF THE TOWNSHIP OF BRICK, located at
101 Hendrickson Avenue, Brick, NJ 08724 (hereinafter referred to as the “Board”
or “District”)

and

RICHARD CALDES, Ed.D (hereinafter referred to as “Dr. Caldes” or “Interim
Superintendent”),

who together at times may be referred to as “the parties”.

WITNESS THAT:

The Board and Dr. Caldes agree and acknowledge the following:

- A. The Board of Education of the Brick Township School District is a corporate body politic governed by N.J.S.A. 18A:1-1 et seq.
- B. Effective May 8, 2015, the Board will be in need of services of an Interim Superintendent of Schools, pending further action by the Board.
- C. The Board wishes to employ Dr. Caldes as Interim Superintendent of Schools for the period commencing May 8, 2015 and continuing through and until July 31, 2015, subject to the terms and conditions set forth herein.
- D. Dr. Caldes desires to accept such additional employment and does hereby accept such employment as Interim Superintendent as outlined above in accordance with the terms and conditions hereinafter set forth, which terms and conditions the Board and the Interim Superintendent believe and intend to be consistent with the requirements of N.J.S.A. 18A:1-1 et seq. and applicable sections of N.J.A.C. 6A:1-1 et seq. At present, Dr. Caldes is employed by the District in the position of Educational Specialist. Dr. Caldes holds the appropriate certifications to serve as Interim Superintendent of Schools.

- E. The Board and Dr. Caldes intend to contract with one another for the services of Interim Superintendent and be bound in accordance with the terms of this Contract and the provisions of the statutes and rules and regulations of the State Board of Education and the Commissioner, if any.

NOW, THEREFORE, in consideration of the above stated acknowledgments and of the mutual terms, promises and covenants contained herein, the parties agree as follows:

1. Term. The term of employment as Interim Superintendent shall commence on May 8, 2015 and continue through and until July 31, 2015, unless sooner terminated by the parties as set forth herein.
2. Certification. Dr. Caldes represents to the Board that he currently possesses a valid, appropriate New Jersey administrative certification and school administrator endorsement allowing him to act as an Interim Superintendent of Schools in the State of New Jersey. If at any time during the term of this Contract Dr. Caldes' certification(s) allowing him to serve as an Interim Superintendent is/are revoked, this Contract shall be null and void as of the date of the revocation.
3. Duties.
 - A. Dr. Caldes agrees to continue to faithfully perform his duties as Educational Specialist pursuant to the contract between the parties dated June 14 2014, and, in addition, to perform the duties of Interim Superintendent of Schools as such duties are prescribed by the laws of the State of New Jersey and the State Board of Education and the rules, policies and regulations of the Board and in accordance with any amendments to any said statutes or rules, policies and regulations that may become effective during the term of this Contract. The duties of Superintendent are set forth in the Job Description adopted by the Board which is incorporated in this Contract as if set forth at length.
 - B. In recognition of the additional time commitment associated with the responsibilities and duties to be performed by the Interim Superintendent under the terms and conditions of this Contract, the Interim Superintendent shall be allowed to carry over any unused vacation days which he has accumulated in his capacity as Educational Specialist during the 2014-15 school year to the 2015-16 school year.

C. All duties assigned to the Interim Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Interim Superintendent and shall be in accordance with Board policy and in the aforementioned Job Description which may be modified from time to time, consistent with the intent of this Contract.

4. Additional Compensation.

A. Dr. Caldes, in his capacity as Educational Specialist presently earns a salary for the 2014-2015 school year of One Hundred Fifty One Thousand Four Hundred Seventy Dollars (\$151,470.00), for a per diem salary rate of Five Hundred Eighty Two Dollars and Fifty Seven Cents (\$582.57) . The maximum payment that can be made to a Superintendent for a district such as the Brick Township School District is an annual salary of One Hundred Seventy Seven Thousand Five Hundred Dollars (\$177,500.00), or a maximum per diem salary rate of Six Hundred Eighty Two Dollars and Sixty Nine Cents (\$682.69). The daily difference between the two salaries is One Hundred Dollars and Twelve Cents (\$100.12). The Board shall pay additional compensation to the Interim Superintendent of One Hundred Dollars (\$100.00) per day, which amount shall be paid in addition to the salary paid to the Interim Superintendent for his services as Educational Specialist.

B. The Interim Superintendent's additional compensation shall be paid in the same manner as payments made to the Interim Superintendent for his services as Educational Specialist.

C. In the event the Interim Superintendent receives a salary adjustment in his capacity as Educational Specialist for the 2015-16 school year, the additional compensation per diem rate paid to the Interim Superintendent under Paragraph 4A above shall be commensurately reduced so that in no event shall the total per diem compensation rate paid to Dr. Caldes as Interim Superintendent and Educational Specialist for the 2015-16 school year exceed the maximum allowable per diem rate of Six Hundred Eighty Two Dollars and Sixty Nine Cents (\$682.69) as set forth in Paragraph 4A above. For example, should Dr. Caldes receive a 1.5% adjustment in his salary as Educational Specialist for the 2015-16 school year, increasing his salary to One Hundred Fifty Three Thousand Seven Hundred Forty Two Dollars (\$153,742.00) and his per diem rate to Five Hundred Ninety One Dollars and Thirty One Cents (\$591.31), the additional compensation paid

to the Interim Superintendent under Paragraph 4A above shall be reduced to Ninety One Dollars (\$91.00) per day (i.e. \$682.69 - \$591.31= \$91.38 or \$91.00 per day).

5. No Additional Benefits. The Interim Superintendent shall be entitled to no additional benefits for his service as Interim Superintendent with the understanding that all terms and conditions of the existing contract between the parties for his services as Educational Specialist shall remain in full force and effect.
6. Termination of Interim Superintendent Contract.
 - A. This contract shall terminate, Dr. Caldes' employment as Interim Superintendent shall cease, and no additional compensation shall thereafter be paid, under any one of the following circumstances:
 - 1) Failure of the Interim Superintendent to possess/obtain proper certification;
 - 2) Revocation or suspension of the Interim Superintendent's certificate (s);
 - 3) Forfeiture under N.J.S.A. 2C: 51-2;
 - 4) Mutual agreement of the parties;
 - 5) Upon commencement of service of anyone else designated as Interim Superintendent of Schools or permanent Superintendent of Schools; or
 - 6) Upon the giving of thirty (30) calendar days advance written notice of termination by either party to the other party for any reason whatsoever.
 - B. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A: 6-8.3 and applicable case law.
 - C. Preexisting Tenure Rights. Pursuant to N.J.S.A. 18A:17-20.4, the Interim Superintendent retains all tenure rights accrued in any position which he previously held or holds in the District. The Interim Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District.

7. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive State or Federal law, then unless prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.

8. Severability. It is the intention of the parties that the terms and conditions of this Contract shall be consistent and in full compliance with the provisions of N.J.S.A. 18A:1-1, et seq., the laws of the State of New Jersey and the rules and regulations of the New Jersey Department of Education. This Contract shall be construed accordingly. If any provision of this Contract is determined by any court or reviewing agency to be invalid or inconsistent with the law, it is the intention of the parties that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Contract shall continue to be effective to the full extent that it is consistent with the law.

9. Amendments. No amendments or additions to this Contract shall be binding upon the parties unless in writing and signed by both parties.

10. Entire Agreement. This Contract contains the entire understanding of the parties and there are no representations, warranties, covenants, promises or undertakings other than those expressly set forth herein. This Contract is intended to be binding on the successors, assigns and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereto executed this Contract the day and year first above written.

WITNESS:

BRICK TOWNSHIP BOARD OF EDUCATION

 James W. Edwards Jr., CPA
 Business Administrator/Board Secretary

By _____
 Sharon Cantillo, President

WITNESS:

INTERIM SUPERINTENDENT

 Richard Caldes, Ed.D.

