

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER Lt. Governor

# State of New Jersey DEPARTMENT OF EDUCATION Sussex County Office of Education

LAMONT O. REPOLLET, Ed.D. COMMISSIONER

ROSALIE S. LAMONTE, PH.D. Interim Executive County Superintendent

April 29, 2019

Ms. SallyAnn McCarty School Business Administrator Green Township School District P.O. Box 14 Greendell, NJ 07839

Dear Ms. McCarty:

I have reviewed the employment contract for Dr. Lydia Furnari, Interim Superintendent/ Director of Personnel & Staff Development, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2019 through June 30, 2020 with a per diem salary of \$587.66 per day for services rendered.

If there are any changes to the terms of this contract, you will need to submit it to the Sussex Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

Rosalie S. Lamonte, Ph.D.

Marelies Lemonde

Interim Executive County Superintendent

Cc: Dr. Lydia Furnari, Interim Superintendent/Director of Personnel & Staff Development

#### INTERIM SUPERINTENDENT/DIRECTOR OF PERSONNEL & STAFF DEVELOPMENT

THIS EMPLOYMENT CONTRACT is made and entered into this 1<sup>st</sup> day of June, 2019 by and between the GREEN TOWNSHIP BOARD OF EDUCATION, County of Sussex, with offices located at 69 Mackerley Road, Greendell New Jersey 07839 (hereinafter referred to as the "Board"), and Dr. Lydia E. Furnari.

WHEREAS, the Board desires to retain the services of Dr. Furnari, as Interim Superintendent/Director of Personnel & Staff Development for the District; and

WHEREAS, Dr. Furnari has agreed to serve in this capacity; and

WHEREAS, the Board and Dr. Furnari wish to embody in this contract the terms and conditions of their agreement;

**NOW, THEREFORE,** the Board and Dr. Furnari, for the consideration herein specified, agree as follows:

#### I. APPOINTMENT, TERM

The Board hereby appoints Dr. Furnari to serve as Interim Superintendent/Director of Personnel & Staff Development until such time as this contract lapses or is terminated by either party in accordance with the termination provision contained in Section X, *infra*. The term of this contract shall be from July 1, 2019 to June 30, 2020.

#### II. COMPENSATION

The Board shall pay Dr. Furnari the sum of \$587.66 per diem for services rendered in the District. Any compensation for work on holidays, away from the District, on weekends or at home will only be authorized with prior approval of the Board President. Payments shall be made in accordance with the Board's regular payroll. The parties acknowledge that Dr. Furnari will be treated as an employee solely for purposes of payroll tax withholding requirements. Salary payments will be made on the District's normal payroll dates. Such payments shall be subject to all applicable deductions.

#### III. PROFESSIONAL CERTIFICATION

Throughout the term of this Agreement, Dr. Furnari shall hold a valid certificate to act as a Chief School Administrator. Should the certificate(s) become revoked, this agreement will be null and void.

#### IV. DUTIES

Dr. Furnari shall be the Interim Superintendent of Schools acting as the chief executive and administrative officer of the Board. She shall have general supervision over all aspects,

including fiscal operations and instructional programs of the District. She shall faithfully perform the duties of Interim Superintendent and Interim Director of Personnel & Staff Development in accordance with the job descriptions for the positions, the laws of the State of New Jersey, regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job descriptions adopted by the Board, applicable to the positions are incorporated by reference into this contract and shall be followed by Dr. Furnari.

It is expected that Dr. Furnari shall work five (5) days per week. Under no circumstances shall Dr. Furnari's compensation under this contract exceed the salary cap for the District. It is understood that the hours of the work day shall be all those hours ordinarily required to fulfill the professional responsibilities of both positions, including attendance at Board meetings and committee meetings when requested by the Board President.

## V. BENEFITS/EXPENSE REIMBURSEMENT

Dr. Furnari shall not be entitled to medical benefits, paid holidays, pension or other benefits. However, she shall be reimbursed for mileage (not to and from work) and expense reimbursement in accordance with Board Policy, New Jersey law and OMB regulations.

## VI. NJSBA CONFERENCE

The Superintendent shall be permitted to attend the NJSBA Fall Conference in Atlantic City. Reimbursement or payment for registration, hotel, meal and travel expenses shall be in compliance with Board Policy, New Jersey law and OMB regulations.

## VII. SICK DAYS

Sick time provided to Dr. Furnari according to Chapter 11D Earned Sick Leave.

#### VIII. NJASA MEMBERSHIP

The Board shall pay Dr. Furnari's membership in NJASA.

## IX. MOBILE PHONE

The Board shall provide Dr. Furnari with a mobile phone for school business purposes only. The phone shall be the property of the Board and must be returned at the conclusion of this contract.

## X. TERMINATION

This agreement may be terminated by either party for any reason whatsoever by furnishing the other party with advance written notice thirty (30) days in advance of such early termination date.

# XI. INDEMNIFICATION

Notwithstanding anything to the contrary herein, the Board agrees that while Dr. Furnari is performing services to the district under this Agreement, Dr. Furnari is entitled to the protection of the indemnification provisions of NJSA 18A:16-6 et seq. and any other applicable statutes in accordance with the terms and conditions set forth in such statutes.

## XII. <u>SAVINGS CLAUSE</u>

If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.

## XIII. NEW JERSEY LAW

This agreement shall be construed in accordance with New Jersey law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

ATTEST:	GREEN TOWNSHIP BD. OF EDUCATION						
	Marie Bilik, Board President						
Dated:							
ATTEST:							
Dated:	Dr. Lydia E. Furnari						

## GREEN TOWNSHIP BOARD OF EDUCATION

INTERIM SUPE	RII	NTENDE	N.	T						
Detailed Statement	of (	Contract Co	sts							
District: Green Township Board of Education										
Name: Dr. Lydia E. Furnari										
District Grade Span: K-8					1					
On Roll Students as of 10-15-18: 410										
	Year 1		Year 2		Year 3		Year 4		Year 5	
Contract Term:	2019-20		2020-21		2021-22		2022-23		2023-24	
Salary										
Salary (ESTIMATED 260 DAYS @ \$568.44)	\$	147,794	\$	2	\$	=	\$	-	\$	-
Amount for High School	\$	=	\$		\$	-	\$	-	\$	-
Amount for Additional Position: Dir of Pers. & Staff Development	\$	5,000	\$	2	\$	121	\$	144	\$	72
Shared Service	\$		\$	-	\$	-	\$	-	\$	25
Salary Increase (up to 2% for successive contracts)	\$	-	\$		\$	(4)	\$		\$	::=:
Longevity	\$	12	\$	=	\$	-	\$	-	\$ .	-
TOTAL ANNUAL SALARY	\$	152,794	\$	-	\$		\$		\$	-
Additional Salary		****								
Quantitative Merit Goals	\$	-	\$		\$	-	\$	-	\$	-
Qualitative Merit Goals	\$		\$	=	\$		\$	-	\$	5 <del>.4</del> .
Additional Compensation - Describe:	\$	-	\$	= = = = = = = = = = = = = = = = = = =	\$	-	\$	-	\$	7-
Total Additional Salary	_	-	\$	Ę	\$	-	\$	9	\$	-
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION		152,794	\$		\$	-	\$	(=)	\$	-
Total Premiums for:	Ė				1		<u> </u>		<u> </u>	
Health Insurance	\$	-	\$	-	\$	Ε.	\$	9	\$	-
Prescription Insurance	\$	-	\$		\$	-	\$	-	\$	
Dental Insurance	\$		\$	·	\$	<u> </u>	\$	-	\$	12
Vision Insurance	\$	-	\$	-	\$		\$	-	\$	-
Disability Insurance	\$	-	\$		\$		\$	-	\$	
Other Insurance - Describe:	\$	12	\$	~	\$		\$	2	\$	541
Waiver of Benefits	\$	-	\$		\$	<del></del>	\$	-	\$	
Total Cost of Premiums		-	\$	-	\$		\$	-	\$	
Employee Contribution to Premiums as Per Law	· ·		\$		\$		\$	_	\$	
TOTAL HEALTH BENEFITS COMPENSATION	-		\$	-	\$		\$		\$	
Other Compensation	7	- X2	4		7		\ <u>'</u>		-	
Travel and Expense Reimbursement (Estimated Annual Cost)	\$	750	\$		\$		\$	121	\$	
Professional Development (Capped Amount or Estimated Annual Cost)	\$	750	\$	-	\$	-	\$	-	\$	-
Tuition Reimbursement	\$	-	\$		\$		\$	-0	\$	-
Mentoring Expenses - Describe:	\$		\$		\$		\$	=0	\$	
National/State/County/Local/Other Dues	\$	1,250	\$	-	\$	_	\$		\$	-
Subscriptions	\$	1,230	\$		\$		\$		\$	-
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$	1,700	\$	-	\$	=======================================	\$	-	\$	-
Computer for Home use, including supplies, maintenance, internet	\$	1,700	\$		\$		\$		\$	-
Other - Describe:	\$		\$		\$		\$		\$	-
TOTAL OTHER COMPENSATION	-	4,450	\$		\$	75	\$		\$	
Sick and Vacation Compensation	4	4,430	Y		7		1		7	)E4
Max Paid for Unused Sick Leave Upon Retirement	\$		\$		\$	-	\$		\$	7 <b>4</b> 0
Max Paid for Unused Vacation Leave - Retirement or Separation	\$	-	\$		\$		\$		\$	
Total Sick and Vacation Compensation	_	-	\$		\$		\$		\$	
TOTAL CONTRACT COSTS	-	157 244	\$	18.	\$	0.00	\$	-	\$	(#.)
TOTAL CONTRACT COSTS	\$	157,244	ð	-	Þ		3	=	13	**