



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

January 9, 2020

Dr. Lydia Furnari, Superintendent
Green Township School District
P.O. Box 14
Greendell, NJ 07839

Dear Dr. Furnari:

I have reviewed the employment contract for Mr. Vincent Occhino, Interim School Business Administrator/Board Secretary, 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 the period January 16, 2020 and ending no later than June 30, 2020 with an annual salary of \$7,500 (\$625 for 12 days).

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.

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Kindly send a signed copy of the contract to our office.

Sincerely,

A handwritten signature in cursive script that reads "Rosalie S. Lamonte".

Rosalie S. Lamonte, Ph.D.
Interim Executive County Superintendent

CC: Mr. Vincent Occhino

AGREEMENT

This agreement, made and entered into this 16th day of January, 2020 between Vincent Occhino, whose address is 20 Maple Terrace, Verona, NJ, 07044 (hereinafter "Dr. Occhino" or "Interim Business Administrator/ Board Secretary") and the Green Township Board of Education (hereinafter referred to as the "Board" or "District") with offices at 69 Mackerley Road, Greendell, New Jersey 07839.

WITNESSETH

WHEREAS, the Board desires to contract with Dr. Occhino to serve as Interim Business Administrator/Board Secretary, and

WHEREAS, Dr. Occhino desires to contract with the Board to provide services as an Interim Business Administrator/Board Secretary,

NOW, THEREFORE, Dr. Occhino and the Board, for the mutual promises and consideration herein specified, do mutually covenant and agree as follows:

1. Intent: The Board does hereby engage the professional services of Dr. Occhino to serve as Interim Business Administrator/ Board Secretary for the District. It is the intent of the Board to utilize Dr. Occhino's services to meet the needs of the District only until such time that the District can identify a person to serve as the permanent Business Administrator/Board Secretary. Dr. Occhino will serve in the position temporarily in order to allow the Board sufficient time to conduct a thorough selection process in a manner that will maximize the potential for recruiting and contracting the best possible permanent Business Administrator/ Board Secretary.

2. Term: The Board does hereby engage the services of Dr. Occhino and Dr. Occhino agrees to serve as Interim Business Administrator/Board Secretary for the period commencing January 16, 2020 and ending no later than June 30, 2020, as well as the term of any further extension, as agreed upon by the parties and as approved by the Executive County Superintendent. Earlier termination may be effectuated by either party with or without cause upon thirty (30) calendar day's written notice. In addition, the contract may be terminated at any time by mutual consent of both parties of the contract, or upon the Board's hiring of a full-time, permanent Business Administrator.

3. Workweek: The Interim Superintendent and the Interim Business Administrator/Board Secretary shall mutually develop the schedule for Dr. Occhino. Dr. Occhino understands that the Board has also retained Summit Management Solutions for these Business Administrator services as well. Dr. Occhino shall not

provide services during the same time that services are being provided by Summit Management Solutions.

4. Certification: Dr. Occhino warrants that he possesses the proper certificate(s) issued by the New Jersey State Board of Examiners to serve in the position of School Business Administrator/Board Secretary and that said certification(s) is/are now and shall remain in full force and effect throughout the term of this Agreement.

5. Duties: Dr. Occhino shall serve as the Interim Business Administrator/ Board Secretary of the District for the Board of Education, and shall be vested with such duties and responsibilities as are specified in N.J.S.A. 18A and N.J.A.C. 6, 6A and all other applicable laws and regulations, and in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, power, and authority of a permanent Business Administrator/ Board Secretary. Dr. Occhino shall provide the Board and CSA with telephone numbers and email addresses for the purpose of non-office hour contacts. Dr. Occhino shall not conduct any external business while on site at the District.

6. Compensation: The Board shall pay Dr. Occhino the amount of six hundred twenty five dollars (\$625) per diem for the above services, inclusive of attendance at Board and/or Committee meetings. Dr. Occhino shall only be paid for days actually worked on behalf of the District. Payment will be made in accordance with the policies of the Board governing payment of outside vendors in the district, including submission of time sheets. The parties acknowledge that Dr. Occhino will be treated as an employee solely for the purposes of payroll withholding requirements. Payment will therefore be made through the District payroll in accordance with the policies of the Board governing payment of employees, with appropriate deductions for taxes, FICA and similar deductions, excluding pension. While Dr. Occhino shall be treated as an employee for income tax and indemnification purposes, for all other purposes he shall be considered an independent contractor, and as such shall receive no other compensation, except as indicated elsewhere in this document.

The Board shall, in accordance with Board Policy, reimburse Dr. Occhino for any out-of-pocket expenses that are undertaken as an integral part of the duties and responsibilities of the Interim BA/BS and/or undertaken at the Board's request and which are approved by the Board. All travel expenses and travel reimbursement will be in accordance with OMB circular guidelines and consistent with N.J.S.A. 18A:11-12 and all other applicable NJ code and regulation.

7. Benefits: As an independent contractor, Dr. Occhino shall not be considered an employee of the Board. His relationship with the Board is considered strictly temporary, unless this Agreement is modified by Board resolution. Furthermore, Dr. Occhino is not entitled to receive any benefits or emoluments, including, but not limited to vacation leave, health coverage, or sick leave days, other than the per

diem payment during the term of this Agreement. Dr. Occhino hereby agrees to waive any and all claims to paid sick leave, life and medical insurance coverage and pension contributions. Should a court or agency of competent jurisdiction determine that Dr. Occhino's services do not qualify him as an independent contractor, he shall indemnify and hold the Board, its employees and agents, collectively and individually, harmless for any back taxes, pension contributions, benefit payments, etc. for which the Board may be held responsible.

8. Equipment, Tools, and Technology: Dr. Occhino may utilize and have access to any equipment, tools and technology that may already exist and be available in the District.

9. Insurance: Dr. Occhino will be covered solely by Summit Management Solutions, LLC with professional liability insurance coverage in the minimum amounts of \$1,000,000 for each incident and occurrence and \$3,000,000 in the aggregate. A copy of proof of insurance shall be provided to the Board prior to rendering any and all services described in the Agreement.

10. Miscellaneous: This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Dr. Occhino's relationship with the Board. This Agreement may not be modified or amended in whole or in part except by agreement of both parties and by a majority vote of the Board and with approval of the Executive County Superintendent. This Agreement shall be constructed in accordance with the provisions of the laws of New Jersey.

11. Legal Counsel: Dr. Occhino acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent Interim BA/BS in this matter. However, Dr. Occhino shall have the right to contact the Board Attorney for legal assistance on all other matters as the need arises in carrying out his duties for the District.

IN WITNESS THEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their proper corporate officers, the day and year first written above.

Green Township Board of Education	Date
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Vincent Occhino, Interim BA/BS	Date
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SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs

District: Green Township Board of Education

Name: Dr. Vincent Occhino

Job Title: Interim Business Administrator/Board Secretary

District Grade Span

K - 8

On Roll Students as of 10-15-19

412

Contract Term:

2018-19

2019-2020

Difference

% Inc

Salary

Salary (\$625 for 12 days)

\$7,500

Subcontracted Services

\$ -

\$ -

Longevity

\$ -

\$ -

Total Annual Salary

\$ -

\$ 7,500

\$ 7,500

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Additional Salary

Quantitative Merit Goals

\$ -

\$ -

Qualitative Merit Goals

\$ -

\$ -

Additional Compensation - Describe:

\$ -

\$ -

Total Additional Salary

\$ -

\$ -

Total Annual Salary plus Additional Salary

\$ -

\$ 7,500

\$ 7,500

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Total Premium for:

Health Insurance

\$ -

\$ -

Prescription Insurance

\$ -

\$ -

Dental Insurance

Vision Insurance

\$ -

\$ -

Disability Insurance

\$ -

\$ -

Life Insurance

\$ -

\$ -

Other Insurance - Describe:

\$ -

\$ -

Waiver of Benefits

Section 125 Plan Reimbursements - Describe:

\$ -

\$ -

Total Cost of Premiums

\$ -

\$ -

\$ -

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Less Employee Contribution to Health Benefits as Per Law

0

\$ -

\$ -

#DIV/0!

Total Employee Health Benefit Compensation

\$ -

\$ -

\$ -

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Other Compensation

Travel/Expense Reimbursement (Capped Amount or Estimated Annual Cost)

\$ 500

Professional Development (Capped Amount or Estimated Annual Cost)

Tuition Reimbursement

Mentoring Expenses - Describe:

National/State/County/Local/Other Dues

Subscriptions

Board Paid Cell Phone or Reimbursement for Personal Cell Phone

Computer for home use, including supplies, maintenance, internet

Other - Describe:

Total Other Compensation

\$ -

\$ 500

Sick and Vacation Compensation

Maximum Payment for Unused Sick Leave Upon Retirement

Maximum Payment for Unused Vacation Leave - Retirement or Separation

Total Sick and Vacation Compensation

\$ -

\$0

TOTAL CONTRACT COSTS

\$ -

\$ 8,000

\$ 8,000

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