

PHILIP D. MURPHY Governor

SHEILA Y. OLIVER Lt. Governor

State of New Jersey

DEPARTMENT OF EDUCATION Sussex County Office of Education 262 White Lake Road Sparta, NJ 07871 Tele: (973) 579-6996

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Angelica Allen-McMillan, Ed.D. Acting Commissioner

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

December 4, 2020

Mr. Vincent Occhino School Business Administrator Green Township School District P.O. Box 14 Greendell, NJ 07839

Dear Mr. Occhino:

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 January 8, 2021 through January 8, 2022 with a daily rate of pay of \$630 from January 8, 2021 through June 30, 2021 and \$647 from July 1, 2021 through January 8, 2022.

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.

Interim Executive County Superintendent

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



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER Lt. Governor

State of New Jersey
Department of Education

PO Box 500
Trenton, NJ 08625-0500

KEVIN DEHMER Interim Commissioner

October 13, 2020

Marc H. Zitomer 220 Park Ave. P.O. Box 991 Florham Park, NJ 07932

Dear Mr. Zitomer:

This letter is to confirm receipt of the Green Township Board of Education's request for a waiver of the two-year limited exemption from cancellation and requisite reenrollment of a retired, certificated administrator pursuant to N.J.S.A. 18A:66-53.2. The two-year limitation may be waived if it is in the "best interests of the school district." P.L.2016, c.76, s.1.

After reviewing your October 9, 2020 letter, I believe that the interests of the District would be best served by granting the Board of Education's request for Dr. Lydia Furnari to continue serve as Interim Superintendent through January 8, 2022, to provide the Board with additional time to pursue the option of finding a permanent Superintendent and to continue administrative stability during the COVID pandemic.

Sincerely,

Kevin Dehmer

Interim Commissioner

KD/PB/db

c: Daryl Minus-Vincent Rosalie Lamonte

INTERIM SUPERINTENDENT/DIRECTOR OF PERSONNEL & STAFF DEVELOPMENT

THIS EMPLOYMENT CONTRACT is made and entered into this 8th day of January, 2021 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 continue 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, this contract extension has been approved by the Department of Education as being in the best interests of the school district; 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 January 8, 2021 through January 8, 2022.

II. COMPENSATION

The Board shall pay Dr. Furnari the sum of \$630.00 per day from January 8, 2021 through June 30, 2021. That daily rate shall increase by 2.7% to \$647.00 effective July 1, 2021. 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.

X. <u>TERMINATION</u>

This agreement may be terminated by either party for any reason whatsoever by furnishing the other party with advance written notice sixty (60) days in advance of such early termination date.

XI. <u>INDEMNIFICATION</u>

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. SAVINGS CLAUSE

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			

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Green Township School District

Name: Dr. Lydia E. Furnari District Grade Span: K-8

On Roll Students as of 10-15 of the prior year: 412

		Year 1		Year 2	
Contract Term: January 8, 2021 - January 8, 2022	2020-21		2021-22		
Salary				•	
Base Salary (\$630/diem x 116 days) / (\$647/diem x 144)	\$	73,080	\$	93,168	
Shared Service	\$		\$	_	
Longevity	\$	-	\$	-	
Annual Salary	\$	73,080	\$	93,168	
TOTAL ANNUAL SALARY	\$	73,080	\$	93,168	
Additional Salary					
Quantitative Merit Goals	\$	_	\$		
Qualitative Merit Goals	\$	_	\$		
Additional Compensation - Describe:	•				
Total Additional Salary	\$	-	\$	-	
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$	73,080	\$	93,168	
Total Premiums for:					
Health Insurance	\$	-	\$	-	
Prescription Insurance	\$	-	\$	-	
Dental Insurance	\$	-	\$	-	
Vision Insurance	\$	-	\$	-	
Disability Insurance	\$	-	\$	_	
Other Insurance - Describe:	\$	-	\$	-	
Waiver of Benefits	\$	-	\$	-	
Total Cost of Premiums	\$	-	\$	-	
Employee Contribution to Premiums as Per Law	\$	-	\$	-	
TOTAL HEALTH BENEFITS COMPENSATION	\$	-	\$	**	
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$	750	\$	750	
Professional Development (Capped Amount or Estimated Annual Cost)	\$	750	\$	750	
Tuition Reimbursement	\$	-	\$	-	
Mentoring Expenses - Describe:	\$		\$	_	
National/State/County/Local/Other Dues	\$	1,250	\$	1,250	
Subscriptions	\$	-	\$	-	
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$	1,000	\$	1,000	
Computer for Home use, including supplies, maintenance, internet	\$	ya, ya, ya, ya, ya	\$	· · · · · · · · · · · · · · · · · · ·	
Other - Describe:	\$	-	\$	-	
TOTAL OTHER COMPENSATION	\$	3,750	\$	3,750	

Sick and Vacation Compensation		
Max Paid for Unused Sick Leave Upon Retirement		
Max Paid for Unused Vacation Leave - Retirement or Separation		
Total Sick and Vacation Compensation	\$ -	\$ _
TOTAL CONTRACT COSTS	\$ 76,830	\$ 96,918