

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

**THIS EMPLOYMENT CONTRACT** is made and entered into this 1<sup>st</sup> day of July, 2020 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**, 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, 2020 to January 8, 2021.

### **II. COMPENSATION**

The Board shall pay Dr. Furnari the sum of \$623.00 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. It is understood that the hours of the workday 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 sixty (60) 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. 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**

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**Marie Bilik, Board President**

**Dated:**

**ATTEST:**

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**Dated:**

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**Dr. Lydia E. Furnari**