



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
Fax: (973) 579-6476

Angelica Allen-McMillan, Ed.D.
Acting Commissioner

DR. GAYLE CARRICK Ed.D.
Executive County Superintendent

August 12, 2021

Erin Siipola
School Business Administrator/Board Secretary
Lafayette Township School District
178 Beaver Run Road
Lafayette, NJ 07848

Dear Mrs. Siipola:

I have reviewed the employment contract for Dr. Lydia Furnari, Interim Superintendent of Schools 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 August 14, 2021 through June 30, 2022 with a per diem rate of \$625.00 per day (annual salary of \$107,500).

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,

A handwritten signature in black ink, appearing to read "Gayle Carrick".

Gayle Carrick
Executive County Superintendent

Cc: Dr. Lydia Furnari, Interim Superintendent

INTERIM SUPERINTENDENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this ____ day of August, 2021 by and between the **LAFAYETTE TOWNSHIP BOARD OF EDUCATION**, County of Sussex, with offices located at 178 Beaver Run Road, Lafayette, New Jersey 07848 (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 for the District; and

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

WHEREAS, this contract has been approved by the Department of Education; 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 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 August 14, 2021 through June 30, 2022.

II. COMPENSATION

The Board shall pay Dr. Furnari the sum of \$625.00 per day. 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 in accordance with the job descriptions for the position, 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 description adopted by the Board, applicable to the position are incorporated by reference into this contract and shall be followed by Dr. Furnari.

It is expected that Dr. Furnari shall work from two (2) to four (4) days per week, depending on the needs of the District. It is understood that the hours of the workday shall be all those hours ordinarily required to fulfill the professional responsibilities the position, including attendance at Board meetings and committee meetings when requested by the Board President. Dr. Furnari shall consult with the Board President on a weekly basis to discuss her anticipated work schedule for the ensuing week. If there is any deviation from that schedule, she shall notify the Board President as soon as possible. It is understood that Dr. Furnari has other professional responsibilities outside the District which she is permitted to undertake so long as they do not unreasonably interfere with her performance under this agreement. It is also understood that Dr. Furnari has pre-planned vacations from August 21-28, 2021, and from October 11-15, 2021 and will not be in District.

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. MOBILE PHONE

The Board shall reimburse Dr. Furnari \$50.00 per month for mobile phone usage related to District business.

VII. LAPTOP

The Board shall provide Dr. Furnari with a laptop computer for District business. The laptop shall remain the property of the Board.

VIII. SICK DAYS

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

IX. NJASA/COUNTY MEMBERSHIP

The Board shall pay Dr. Furnari's membership in NJASA and the County Association.

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

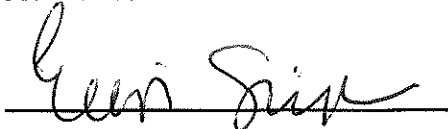
If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.

XIII. NEW JERSEY LAW

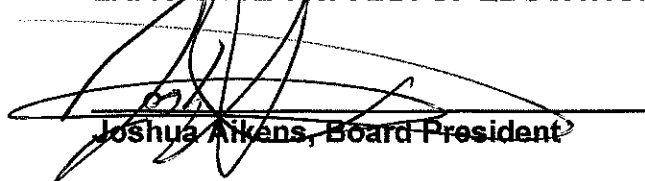
This agreement shall be construed in accordance with New Jersey law.

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

ATTEST:



LAFAYETTE TWP. BD. OF EDUCATION


Joshua Aikens, Board President

Dated:

ATTEST:



Dated:


Dr. Lydia E. Furnari

Detailed Statement of Contract Costs

Name: Lydia Fumari

On Roll Students as of 10-15-20: 191

Per diem rate \$625 - contract states she will work 2-4 days a week		
Estimated salary based on 4 days a week		

Max Pay for Unused Vacation Leave-Retirement or Separation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
Total Sick and Vacation Compensation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
TOTAL CONTRACT COSTS	\$	11,500	\$	-	\$	-	\$	-	\$	-	\$	-						