AGREEMENT

INTERIM SUPERINTENDENT

This Agreement, effective on Feb 17, 2026 is by and between the **CALDWELL-WEST CALDWELL BOARD OF EDUCATION** (hereinafter "Board"), having its principal office at 104 Gray Street, West Caldwell, New Jersey, 07006; and **DR. LYDIA E. FURNARI**. The parties acknowledge that this Contract must be approved by the Essex County Executive County Superintendent in accordance with applicable law and regulation.

WITNESSETH

WHEREAS, the Board desires to retain the services of Dr. Furnari as Interim Superintendent of Schools for the Board, and Dr. Furnari has agreed to provide said services; and

WHEREAS, the Board desires to provide the Interim Superintendent with a written employment contract in order to maintain administrative stability and continuity within the schools; and

WHEREAS, the Board and the Interim Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools during this interim period.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

1. **DUTIES:** The Board hereby agrees to retain Dr. Furnari as its Interim Superintendent for administrative and educational matters from July 1, 2026 through June 30, 2027. As Interim Superintendent, Dr. Furnari shall be invested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Statutes and all other applicable federal and state laws, rules, and regulations, including executive orders, and in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Superintendent of Schools. Dr. Furnari agrees faithfully and to the best of her ability to perform and carry out all of the duties of the office of Interim Superintendent, to attend all meetings and school functions required by the Board and to otherwise serve as the temporary chief school administrator of the District.

2. **CERTIFICATION:** Dr. Furnari represents that she possesses the required certification as School Administrator issued by the New Jersey State Board of Examiners, and that said certification is now and shall remain in full force and effect throughout the term of this Agreement. Should the certification lapse or be suspended or revoked, this Agreement shall be immediately null and void. Dr. Furnari shall provide a copy of her School Administrator's Certificate to the Board Secretary.

3. **TERM:** The term of this Agreement shall be from July 1, 2026 through June 30, 2027 or until such time as this Agreement is terminated by either party in accordance with the termination clause of this Agreement.

4. **COMPENSATION:** Dr. Furnari shall be paid the daily rate of $700.00 (SEVEN HUNDRED Dollars). Salary payments will be submitted on supplemental payroll sheets and made on the District's normal payroll dates. Such payments shall be subject to all applicable deductions, including check-offs for taxes and FICA. Dr. Furnari shall be paid in equal bi-monthly installments according to the payment schedule for other district personnel.

Dr. Furnari shall receive no other compensation, benefits (including but not limited to insurance coverage) or any other emoluments of employment, except for mileage reimbursement in accordance with State Regulations and Board Policy, or as otherwise specifically provided herein. Anything contained herein to the contrary notwithstanding, Dr. Furnari agrees to waive any and all claims to life and medical insurance coverage and pension contributions.

Dr. Furnari shall provide evidence of other, existing healthcare insurance coverage which she shall maintain in full force and effect throughout employment under this Agreement at no cost to the Board.

The parties acknowledge that as a retiree of the New Jersey Teachers Pension and Annuity Fund ("TPAF"), Dr. Furnari is subject to the provisions of N.J.S.A. 18A:66-53.2. Dr. Furnari assumes sole responsibility for full compliance therewith. The Board is not responsible, and Dr. Furnari shall hold the Board harmless for any claims arising as a result of her classification, including but not limited to income tax withholding and/or pension contributions or claims.

5. **WORK WEEK:** Dr. Furnari will serve in the full-time role as the Interim Superintendent, five (5) days per week, Monday-Friday during district operating hours, although her schedule may be altered with permission

of the Board President, should hours outside of the five (5) day work week be approved. It is understood that the hours of the work day shall be all those hours ordinarily required to fulfill the professional responsibilities of the Interim Superintendent of Schools, including attendance at the Board meetings and other School District functions, when required by the Board President.

6. **SICK TIME:** Dr. Furnari shall be credited with ten (10) paid sick days as required by NJSA 18A:30-2. Dr. Furnari shall not be entitled to payment for any unused sick days at the time of termination of this Agreement.

7. **EQUIPMENT:** The Board shall provide for a laptop computer, notebook or tablet and a cell phone for the Interim Superintendent's use in performing her duties. The equipment shall remain the property of the Board and shall be returned upon termination of employment. In lieu of a Board-issued cellphone, the Board agrees to compensate Dr. Furnari sixty (60) dollars per month for use of her personal cellphone.

8. **CONFERENCES AND MEMBERSHIPS:** The Interim 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. The Board shall pay for Dr. Furnari's membership dues in NJASA and other agreed-upon memberships related to the duties of the Interim Superintendent.

9. **INDEMNIFICATION:** Anything contained herein to the contrary notwithstanding, the Board agrees that while Dr. Furnari is providing services to the Board under this Agreement, she is entitled to the protection of the indemnification provisions of N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1 and any other applicable New Jersey Statutes, in accordance with and subject to the terms and conditions set forth in such statutes. Dr. Furnari agrees to cooperate fully and to assist the Board with its defense of any actions against her and/or the Board.

10. **RENEWAL-NON-RENEWAL**: This Employment Contract shall not be subject to any automatic renewal and shall terminate as set forth herein unless the parties agree in writing to extend this Contract in accordance with all applicable laws and regulations.

11. **TERMINATION:** The parties agree that Dr. Furnari shall serve on an at will basis. Either party may terminate this Agreement with or without cause by providing at least thirty (30) calendar days' advance written

notice to the other party. Additionally, this Agreement shall terminate, the Interim Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

(1) failure to possess/obtain/maintain the required certification, in which case this Agreement shall be null and void, as required by N.J.S.A. 18A:17-15.1;

(2) Revocation or suspension of the required certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;

(3) forfeiture under N.J.S.A. 2C: 51-2;

(4) mutual agreement of the parties;

(5) misrepresentation of employment history, educational and professional credentials, and/or unsatisfactory criminal and sexual background.

(6) commission of any legally disqualifying offense or crime, and,

(7) contractual notice of termination as set forth above.

12. **RIGHT TO LEGAL COUNSEL:** Dr. Furnari acknowledges that she has been informed of her rights to be represented by legal counsel regarding the negotiations, development, and approval of this Agreement and that the Board's legal counsel does not represent her in the matter. However, Dr. Furnari shall have the right to contact the Board attorney for legal assistance on all other matters as the need arises in carrying out her duties.

13. **ENTIRE AGREEMENT:** This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Dr. Furnari's retention by the Board. This Agreement may not be modified or amended in whole or in part except by mutual agreement of the parties incorporated in writing signed by both parties and ratified by the Board. This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

14. **SEPARABILITY:** In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect to the extent that it does not impair the ability of Dr. Furnari to properly perform her assigned duties.

15. **GOVERNING LAW:** This Agreement and all provisions hereof shall be governed by and construed under the laws of the State of New Jersey.

16. **CONSTRUCTION:** For the purposes of resolving any ambiguities in this Agreement, it shall be deemed to have been mutually drafted and all terms shall be afforded their fair meaning.

17. **NOTICES:** All notices under this Agreement shall be in writing, shall be effective upon receipt, and may be sent via electronic transmission, but with a hard copy also delivered via mail or courier service, as follows:

A. To the Board

c/o Board Secretary/Business Administrator
104 Gray Street, West
Caldwell, New Jersey, 07006
bmccarthy@cwcboe.org

B. To Dr. Furnari

Lydia E. Furnari, Ed.D.
[Home address on file]
lefurnari@hotmail.com

IN WITNESS WHEREOF, the undersigned have signed this Agreement effective on the date written above.

FOR THE CALDWELL-WEST CALDWELL BOARD OF EDUCATION:

By: _____
Julianne Grosso, Board President

Date: 02/17/2026

_____
Brian McCarthy, Board Secretary

INTERIM SUPERINTENDENT:

_____
Lydia E. Furnari, Ed.D.

Date: 2/17/2026