



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

May 6, 2021

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 Ms. Karen Constantino, 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 July 1, 2021 to June 30, 2022 with an annual salary of \$122,000.

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 black ink, appearing to read "Gayle Carrick".

Gayle Carrick, Ed.D.  
Executive County Superintendent

CC: Ms. Karen Constantino, School Business Administrator

## **EMPLOYMENT CONTRACT**

### **SCHOOL BUSINESS ADMINISTRATOR**

**THIS EMPLOYMENT CONTRACT** is made and entered into this 19<sup>th</sup> day of May, 2021 by and between the **GREEN TOWNSHIP BOARD OF EDUCATION**, County of Sussex, with offices located at 69 Mackerly Road, Greendell, New Jersey 07839 (hereinafter referred to as the "Board"), and Karen Constantino (hereinafter "Ms. Constantino" or "School Business Administrator").

**WHEREAS**, the Board desires to retain the services of Ms. Constantino as its School Business Administrator/Board Secretary and Ms. Constantino has agreed to serve in this capacity; and

**WHEREAS**, the Board and Ms. Constantino wish to embody in this contract the terms and conditions of their Agreement;

**NOW, THEREFORE**, the Board and Ms. Constantino, for the consideration herein specified, agree as follows:

**1. EMPLOYMENT** Ms. Constantino shall be employed by the Board as its Business Administrator/Board Secretary. She is vested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Business Administrator/Board Secretary.

Ms. Constantino accepts said appointment as Business Administrator/Board Secretary and represents that she will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by the Superintendent or the Board.

**2. FULL-TIME COMMITMENT** Ms. Constantino shall devote her full time skill, labor and attention to the discharge of her duties during the term of the Agreement, provided, however, with prior approval of the Superintendent she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, obligations and activities with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of Ms. Constantino's duties and responsibilities as specified herein including, but not limited to, attendance

at all Board meetings and other meetings of a professional nature as prescribed by the Superintendent.

3. **TERM** The term of this Contract shall be July 1, 2021 through June 30, 2022.

4. **CERTIFICATION** Ms. Constantino represents that she is certified by the New Jersey State Board of Examiners to serve as a School Business Administrator in the State of New Jersey, and that she shall maintain her certification in full force and effect throughout the life of this Agreement. Failure to do so shall render this Agreement null and void upon the date of suspension or revocation thereof.

5. **COMPENSATION** Ms. Constantino shall receive an annual salary of \$122,000.00 (One Hundred Twenty-two Thousand Dollars). Said salary shall be paid in equal installments according to the payment schedule for other certified District personnel.

6. **HEALTHCARE BENEFITS** Ms. Constantino shall be entitled to the same health and dental benefits as the district's full-time certified and non-certified staff. In the event health/dental benefits are revised for the district during the term of this Agreement, Ms. Constantino will be provided the option of maintaining a "look alike" policy to the current health plan, if permissible. Ms. Constantino shall contribute towards the cost of her health benefits at the contribution level of the New Jersey Educators Health Plan or other specified plan under Chapter 44. The premium shall be through payroll deduction. At Ms. Constantino's option she may waive her health benefits coverage, with proof of alternate coverage, and be paid an annual stipend of five thousand dollars (\$5,000). Said stipend will be paid in two equal parts in December and June of the contract year.

7. **VACATION** Ms. Constantino shall be granted twenty (20) vacation days annually. All days shall be available to the School Business Administrator at the inception of this contract but shall be considered earned on a monthly pro-rata basis. Up to five (5) vacation days not used because of business demands may be carried over into the next school year and used before the end of that school year, in accordance with N.J.S.A. 18A:30-9.1. Upon separation from employment only, the employee shall receive a pro-rated, per-diem payment for accrued, earned unused vacation days, at the rate of 1/260 of the employee's annual salary.

8. **HOLIDAYS** Ms. Constantino shall be entitled to the paid holidays as per the Board approved school calendar including July 4, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day and President's Day.

9. **SICK DAYS** Ms. Constantino shall receive 12 (twelve) paid sick leave days per year. Any unused sick days shall accumulate and may be used in future years.

10. **SEPARATION FROM EMPLOYMENT** Upon bona-fide retirement from the District and a State or local administered retirement system, the Board shall pay Ms. Constantino for accumulated, unused sick days at \$75.00 per day up to a maximum of \$15,000.00, in accordance with N.J.S.A. 18A:30-30.5. Any payments required by this Article shall be paid within sixty (60) days of separation from employment.

11. **PERSONAL & BEREAVEMENT DAYS**

- a. Ms. Constantino shall be granted three (3) days of absence normally for personal matters which require absence during school hours, to be used at her discretion. Except for reasons of emergency, Ms. Constantino shall provide reasonable notice of the use of her personal days, at least 72 hours prior to such use, to the Superintendent. The use of consecutive personal days must be approved by the Superintendent or his/ her designee prior to use. Personal days are non-cumulative and non-reimbursable and as such, payment of unused days is prohibited.
- b. Ms. Constantino shall be granted three (3) family illness days to care for an immediate family member (defined below). Unused family illness days shall not carry over from year to year.
- c. Ms. Constantino shall be granted five (5) bereavement days of absence for the death of an immediate family member. Immediate family shall include spouse, domestic partner as domestic partner is defined in New Jersey statute, child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, father, step-father, step-father-in-law, mother, step-mother or stepmother-in-law. Ms. Constantino shall be granted one (1) day for a death in other than immediate family. Other than immediate family is defined as aunt, uncle, niece, nephew or first cousin of the employee or their spouse/domestic partner.

12. **PROFESSIONAL DUES/SUBSCRIPTIONS** The Board shall pay for all annual professional dues attributed to Ms. Constantino's membership in the New Jersey Association of School Business Administrators, and other professional/civic groups with the prior approval of the Superintendent; such annual dues are not to exceed \$3,000 annually. Ms. Constantino may attend the New Jersey School Boards Annual Workshop, as well as the New Jersey Association of School Business Officials Annual Conference upon prior approval of the Board, provided that attendance at

such conferences do not interfere with her duties in the District. Subject to prior approval of the Board and Superintendent, Ms. Constantino may attend such other State and National conferences, seminars and workshops as are related to her position in the District and which are deemed to be fiscally prudent. If approved, all such reasonable conference costs shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation and a report to the Board.

**13. COURSE REIMBURSEMENT** In the event the Board of Education *requires* Ms. Constantino to take course work in order to maintain her position and in accordance with the requirements of N.J.A.C. 6A:23A-3.1(e)15 and N.J.A.C. 6A:9-2.1, the Board of Education agrees to reimburse the employee for the cost of the tuition pertaining to such course, or to provide the course at no cost to the employee.

**14. MILEAGE** The Board shall reimburse Ms. Constantino for mileage for business related travel (not to and from work) in accordance with OMB circulars and regulations.

**15. PHONE & LAPTOP** The Board will provide Ms. Constantino with a Smart Phone with Data Plan. The device will be purchased and maintained by the Green Township School District. Ms. Constantino shall be provided a new laptop computer for school business use, which will be the property of the Green Township School District. She shall not be reimbursed for internet service.

**16. EVALUATION** The Superintendent shall evaluate the performance of Ms. Constantino at least once a year, on or before July 1. All evaluations shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. The annual summative evaluation shall be, at a minimum based on Ms. Constantino's goals and objectives, and the responsibilities delineated in her job description, and such other criteria as the State Board of Education shall by regulation prescribe. Ms. Constantino and the Superintendent shall meet to discuss the evaluation.

**17. RIGHT TO LEGAL COUNSEL** Ms. Constantino acknowledges that she has been informed of her right to be represented by legal counsel regarding to negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in the matter.

**18. TERMINATION OF EMPLOYMENT CONTRACT** This Employment Contract may be terminated by:

A. Mutual agreement of the parties.

B. Unilateral termination by either party upon sixty (60) days written notice to the other party.

C. Dismissal for neglect, misbehavior, unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:17-1 et seq.

D. The revocation or suspension of Ms. Constantino's certificate, at which time this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification.

**19. RELEASE OF PERSONNEL INFORMATION / PERSONNEL RECORDS Ms.**

Constantino shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. No material derogatory to the Business Administrator's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. Ms. Constantino shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Business Administrator shall also have the right to submit a written answer to such material.

**20. COMPLETE AGREEMENT** This contract embodies the entire agreement between the parties hereto and cannot be modified except by written agreement of Ms. Constantino and the Board. Any modifications to this contract must have prior approval of the Executive County Superintendent.

**21. CONFLICTS** In the event of any conflict between the terms, conditions and provisions of this contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

**22. SAVINGS CLAUSE** If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or State law, the remainder of this contract not affected by such a ruling shall remain in force.

**23. NEW JERSEY LAW** This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

**IN WITNESS WHEREOF**, they set their hands and seals to this contract effective on the day and year first above written.

**WITNESS:**

**GREEN TOWNSHIP  
BOARD OF EDUCATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Marie Bilik, Board President

DATE:

DATE:

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_  
Karen Constantino, Bus. Adm.

DATE:

DATE:

# SCHOOL BUSINESS ADMINISTRATOR

## Detailed Statement of Contract Costs

District: Green Township Board of Education

Name: Karen Constantino

Job Title: Business Administrator/Board Secretary

District Grade Span

K - 8

On Roll Students as of 10-15-2020

381

**Contract Term:**

2020-2021

2021-2022

Difference

% Inc

**Salary**

Salary

\$122,000

Subcontracted Services

\$ -

\$ -

Longevity

\$ -

\$ -

Total Annual Salary

\$ -

\$ 122,000

\$ 122,000

#DIV/0!

**Additional Salary**

Quantitative Merit Goals

\$ -

\$ -

Qualitative Merit Goals

\$ -

\$ -

Additional Compensation - Describe:

\$ -

\$ -

Total Additional Salary

\$ -

\$ -

Total Annual Salary plus Additional Salary

\$ -

\$ 122,000

\$ 122,000

#DIV/0!

**Total Premium for:**

Health Insurance

\$ -

\$ 40,090

Prescription Insurance - included in Health Premium

\$ -

Dental Insurance

\$ 845

Vision Insurance

\$ -

\$ 234.00

Disability Insurance

\$ -

\$ -

Life Insurance

\$ -

\$ -

Other Insurance - Describe: Workers Comp. .7854/\$1,000 of salary

\$ -

\$ 96.00

Waiver of Benefits

Section 125 Plan Reimbursements - Describe:

\$ -

\$ -

Total Cost of Premiums

\$ -

\$ 41,265

\$ 41,265

#DIV/0!

Less Employee Contribution to Health Benefits as Per Law

0

\$ 9,609

\$ 9,609

#DIV/0!

Total Employee Health Benefit Compensation

\$ -

\$ 31,656

\$ 31,656

#DIV/0!

**Other Compensation**

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

Professional Development (Capped Amount or Estimated Annual Cost)

Tuition Reimbursement

Mentoring Expenses - Describe:

National/State/County/Local/Other Dues

\$ 3,000

Subscriptions

Board Paid Cell Phone

\$ 600

Computer for home use, including supplies, maintenance, internet

\$ 1,000

Other - Describe:

Total Other Compensation

\$ -

\$ 4,600

**Sick and Vacation Compensation**

Maximum Payment for Unused Sick Leave Upon Retirement

Maximum Payment for Unused Vacation Leave - Retirement or Separation

\$ 2,462

Total Sick and Vacation Compensation

\$ -

\$2,462

**TOTAL CONTRACT COSTS**

\$ -

\$ 160,718

\$ 160,718

#DIV/0!