



State of New Jersey
DEPARTMENT OF EDUCATION

PHILIP D. MURPHY
Governor

SIBELA Y. OLIVER
Lt. Governor

Hudson County Office
830 Bergen Avenue, Suite 7B
Jersey City, NJ 07306
Telephone (201) 369-5290
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ANGELICA ALLEN-McMILLAN, Ed.D.
Acting Commissioner

MELISSA A. PEARCE
Interim Executive County Superintendent

June 29, 2022

Mr. Gerald Lyons, Board of Education President
Jersey City Public Schools
346 Claremont Avenue
Jersey City, NJ 07305

Dear Mr. Lyons:

I have reviewed the employment contract for Dr. Norma Fernandez, Superintendent, 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 July 1, 2022 through June 30, 2025. A signed copy of said contract should be forwarded to my office.

If there are any changes to the terms of this contract, you will need to submit a revised contract to me, for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

Melissa A. Pearce
Interim Executive County Superintendent

c: Michael Gross, School Board Attorney
Regina Robinson, School Business Administrator

EMPLOYMENT CONTRACT

This Contract is made this _____ day of _____, 2022, between THE JERSEY CITY BOARD OF EDUCATION in Hudson County (hereinafter "the Board") with offices located at 346 Claremont Ave. Jersey City, New Jersey 07305

and

Dr. Norma Fernandez (hereinafter "the Superintendent").

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief School Administrator of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the 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; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A.18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and

obligations, the parties agree as follows:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Dr. Norma Fernandez as Superintendent of Schools for the period beginning July 1, 2022 through 11:59 p.m. June 30, 2025. The parties acknowledge that this Contract must be approved by the Hudson County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III
DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the Chief School Administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job

description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the district for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A.* 18A:27-4.1.

D. To non-renew personnel pursuant to *N.J.S.A.* 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and

complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the wellbeing of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract and such addendum has been

approved by the Executive County Superintendent. The Superintendent shall, at all times, adhere to all applicable federal and State statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV
SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Salary. The Board shall pay the Superintendent an annual salary of Two Hundred and Forty-Five Thousand Dollars (\$245,000.00) from July 1, 2022 through June 30, 2023. Effective July 1, 2023, the Board shall pay the Superintendent the annual salary of Two Hundred and Forty-Nine Thousand and Eight Hundred Dollars (\$249,800.00), in accordance with the schedule of salary payments in effect for other certified employees. Effective, July 1, 2024, the Board shall pay the Superintendent the annual salary of Two Hundred and Fifty-Four Thousand, Six Hundred and Ninety-Six Dollars (\$254,696.00). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

The parties further agree that any change in the salary schedule shall be submitted to the Executive County Superintendent for review and approval.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2025 (the final day of this Contract) unless the parties have agreed to a

contract extension and that extension has been approved by the Hudson County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2025. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

3. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

4. Statutory Annuity Salary Reduction Program: The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

5. Longevity: Longevity will be paid cumulatively to the Superintendent as follows:

Upon completion of 16 years of services	\$1,000
Upon completion of 20 years of services	\$1,000
Upon completion of 25 years of services	\$1,600
Upon completion of 30 years of services	\$1,600
Upon completion of 35 years of services	\$2,000

B. Sick leave.

1. The Superintendent shall receive thirteen (13) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of N.J.S.A. 18A:30-3.6; provided, however, pursuant to N.J.S.A. 18A:30-7, that the Superintendent shall not be allowed to increase her total accumulated sick days by more than 15 days in any one year.

2. The parties acknowledge that the Superintendent shall be permitted to retain and use unused accumulated sick leave days. The parties acknowledge that on June 8, 2007, the effective date of PL. 2007, c.92, the Superintendent had accrued 528.50 days of accumulated sick leave (hereinafter referred to as the "Carry-Over Sick Leave") Payment for of the 528.50 unused accumulated sick leave days shall be made only upon retirement according to the following methodology:

- Days 1-100 payable at \$100 per day;
- Days 101-200 payable at \$150 per day;
- Days 201+ payable at \$200 per day.

Based upon this methodology, 528.50 accumulated sick days as of June 8, 2007, means a potential payout upon retirement of \$90,700 for accumulated sick days as of that date.

However, sick days used by the Superintendent shall be first deducted from the pre-June 8, 2007 allotment of sick days.

Post-June 8, 2007 sick days payment

Since June 8, 2007, the Superintendent has accumulated an additional 19 sick days.

Upon retirement, she may receive payment for the accumulated, unused sick days, in an amount not to exceed \$15,000, subject to the following methodology:

- Days 1-100 payable at \$100 per day;
- Days 101-200 payable at \$150 per day;

- Days 201+ payable at \$200 per day.

Payment of either pre-June 8, 2007 or post-June 8, 2007 sick days; but not both

The Superintendent shall not be entitled to a retirement payment of both Pre-June 8, 2007 and post-June 8, 2007 sick days. Only upon retirement, the Superintendent shall be eligible to receive the higher of the two possible payments.

4. The accumulated unused sick leave payment schedule shall be based on accrued but unused sick leave credited on the date of separation from employment. The Board shall make such payment to the Superintendent within sixty (60) days of her last day of employment. In accordance with *N.J.A.C. 6A:23A-3.1(e)7*, accumulated sick leave shall only be payable at the time of retirement and shall not be paid to the Superintendent's estate or beneficiaries in the event of the Superintendent's death prior to retirement.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Hudson County Administrators Association. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at a national professional conference up to \$2,500.00, and similar expenses which she may incur, subject to prior board approval, while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of State and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference

of the NJASA, and TechSpo. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies. The Board shall pay all costs and fees associated with any state-mandated continuing education.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual, member/spouse, parent/child or family health benefits coverage (at her option) consistent with the coverage provided to other central office administrators. The Superintendent shall contribute towards the premium costs for all such coverages set forth in *P.L. 2011, Chapter 78* and any implementing regulations. The premium contribution shall be paid by the Superintendent through payroll deduction.
2. The Superintendent may waive coverage in any of the health benefit plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board.
3. The Board shall provide the Superintendent a §125 cafeteria plan in accordance with *P.L. 2011, ch. 78*.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.
2. The Superintendent shall take her vacation time after giving the Board President

reasonable notice. School recesses for spring and winter breaks do not constitute time off for the Superintendent, unless she uses leave days. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board President and the Human Resource Coordinator.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than twenty-five (25) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited. Upon the Superintendent's separation from employment, the Board shall pay the Superintendent for her unused accumulated vacation days at the per diem rate of $1/260^{\text{th}}$ of his final annual salary. The parties acknowledge that on June 8, 2007, the effective date of P.L. 2007, c. 92, the Superintendent had accrued 0 days of vacation leave (hereinafter referred to as the "Carry-Over Vacation Days"). The Superintendent shall be entitled to payment for accrued vacation that was earned prior to the effective date of P.L. 2007, c. 92. The annual payment of vacation leave accrued after the effective date of P.L. 207, c. 92, shall not be permitted and shall be in accordance with the provisions of *N.J.S.A. 18A:30-9*. Payment shall be made within 30 days of the Superintendent's last day of employment. In the event of the Superintendent's death, payment shall be made to his estate. The parties further acknowledge that the Superintendent shall be permitted to retain and use that accrued vacation leave as time off (and receive payment upon separation from employment), notwithstanding the provisions above.

4. Upon separation from employment, the Superintendent shall be paid for her unused,

accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final annual salary at the time of separation. At the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use her full vacation entitlement. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to her estate.

5. Pursuant to *N.J.S.A. 18A:30-9.1*, any vacation leave not taken by the Superintendent because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Board until the leave is used or the Superintendent is compensated for that leave. To that end, the parties acknowledge that the Superintendent was unable to use 39 vacation days due to the public health emergency declared by the Governor, for the 2021-22 school year, and the board agrees to reimburse her for each of those days at the per diem rate of \$813, on or before September 1, 2022.

G. Holiday Leave. The Superintendent shall receive all paid holidays per school calendar.

H. Personal Leave. The Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board President and the Human Resources Coordinator. Personal days are non-cumulative and non-reimbursable.

I. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. Attendance Record. The Superintendent shall be responsible utilizing the district's attendance management system and recording her time off in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, and with the Board President and the Human Resource Coordinator each time any leave is taken. The Superintendent and Board President shall review monthly the Superintendent's attendance record to assure correctness.

K. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense, for actions which arose while the Superintendent was acting within the scope of her employment. The Board further agrees to cover the Superintendent under the Board's liability insurance policies,

including employment practices liability coverage, in the minimum amount of \$1 million.

L. Computer Equipment. The Board agrees that the Board shall provide the Superintendent with a smartphone, laptop computer, and/or iPad at the District's choosing. All equipment must be returned upon retirement, resignation, non-renewal or termination.

M. Bereavement Leave. The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of her father, mother, husband, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative.

ARTICLE V ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to the Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent; and, the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and

objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30th of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. For the 2022-23 school year, the Board and the Superintendent shall review and may modify the Board approved goals within the first sixty (60) days of the execution of this Employment Contract. The parties shall meet to establish the district's goals and objectives for the ensuing school year. On, or prior to, June 1st of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore

described. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

C. The parties agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance and is given the opportunity to address the Board in closed session with a representative of her choosing. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI
RIGHTS AND REMEDIES

A. This Contract shall terminate, and the Superintendent's employment will cease and no compensation thereafter shall be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) forfeiture under *N.J.S.A. 2C: 51-2*;
- (3) mutual agreement of the parties;
- (4) notification in writing by the Board to the Superintendent, at least

Five months prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or

- (5) misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A. 18A:6-10, et seq.*

B. In the event the Superintendent is arrested and charged with a criminal offense, which

could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 120 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A: 17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay her salary and benefits for the duration of the term of this Contract. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

F. The parties acknowledge that the Superintendent has tenure and seniority rights to other positions within the district. The Superintendent shall continue to accrue tenure and seniority rights to all prior positions throughout the term of this contract. In the event the Superintendent is not renewed she shall be permitted to assert bumping rights to any position to which she holds tenure and seniority rights after the stated end date of this Contract. Further, in the event that the Superintendent resigns from the position of Superintendent, she shall be permitted to assert bumping rights to any position to which

she holds tenure and seniority rights upon the effective date of her resignation from the position.

ARTICLE VII
RENEWAL - NON-RENEWAL

This Employment Contract shall automatically renew for a term of three (3) calendar years, expiring July 1, 2028, unless either of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable by law; or
- B. the Board notifies the Superintendent in writing, by February 1, 2025, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract.

ARTICLE VIII
COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX
SAVINGS AND CONFLICTS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE X

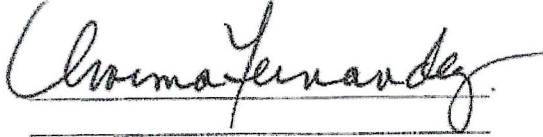
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS

The Superintendent 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. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent 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 Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment

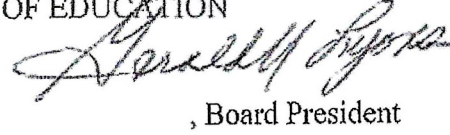
Contract effective on the day and year first above written.

SUPERINTENDENT



Date: 7/1/22

JERSEY CITY BOARD
OF EDUCATION


, Board President

Date: 7/1/22

WITNESS:



WITNESS:



For Regina Robinson, Board Secretary

For Regina Robinson, Board Secretary

SUPERINTENDENT			
Detailed Statement of Contract Costs			
District: Jersey City Board of Education			
Name: Dr. Norma Fernandez			
Job Title: Superintendent			
District Grade Span: Pre-K - 12, including Adult Education			
On Roll Students as of 10-15 of the prior year: 29,659			
	2022-23	2023-24	2024-25
Salary			
Salary	\$ 245,000	\$ 249,800	\$ 254,696
Subcontracted Services			
Longevity	\$ 7,200	\$ 7,200	\$ 7,200
TOTAL ANNUAL SALARY	\$ 252,200	\$ 257,000	\$ 261,896
Additional Salary			
High School Salary Increment			
Quantitative Merit Goals			
Qualitative Merit Goals			
Additional Compensation - Describe: Perfect Attendance	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 252,200	\$ 257,000	\$ 261,896
Board Contribution for Cost of Premiums for:			
Health Insurance	\$ 22,844	\$ 22,844	\$ 22,844
Prescription Insurance	\$ 4,731	\$ 5,204	\$ 5,725
Dental Insurance	\$ 577	\$ 663	\$ 763
Vision Insurance	\$ 252	\$ 290	\$ 333
Disability Insurance	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -
Board Cost of Premiums	\$ 28,403	\$ 29,001	\$ 29,664
Employee Contribution to Premiums as per Law	\$ 12,250	\$ 12,490	\$ 12,735
TOTAL HEALTH BENEFITS COMPENSATION	\$ 16,153	\$ 16,511	\$ 16,929
Other Compensation			
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 250	\$ 250	\$ 250
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,500	\$ 2,500	\$ 2,500
Tuition Reimbursement	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 1,500	\$ 1,500	\$ 1,500
Subscriptions	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 480	\$ 480	\$ 480
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ 4,200	\$ 4,200	\$ 4,200
TOTAL OTHER COMPENSATION	\$ 8,930	\$ 8,930	\$ 8,930
Sick and Vacation Compensation			
Maximum Payment for Unused Sick Leave Upon Retirement *pre 2007 (\$28.5)	\$ 90,700	\$ 90,700	\$ 90,700
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 38,220	\$ 38,220	\$ 38,220
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 128,920	\$ 128,920	\$ 128,920
TOTAL CONTRACT COST	\$ 406,203	\$ 411,361	\$ 416,675

Agenda Item Details

Meeting	Feb 24, 2022 - Regular Meeting, 5:00 p.m.
Category	11. Personnel
Subject	11.22 Employment Contract - Acting Superintendent - (NF)
Type	Action (Consent)

[Attc 11.22 - Contract Addendum Approval - Norma Fernandez - Acting Superintendent 1-1-2022 to 6-30-2022.pdf \(1,133 KB\)](#)

Agenda Item Details

Meeting	Jun 30, 2022 - Special Meeting, 6:00 p.m.
Category	4. Personnel
Subject	4.01 Chief School Administrator (CSA) Contract
Type	Action (Consent)

WHEREAS, the Jersey City Public Schools has a vacancy in the position of Superintendent of Schools; and

WHEREAS, the Department of Education, through the Office of the Executive County Superintendent has provided written approval to the new contract for the Superintendent of Schools for a term beginning July 1, 2022 through June 30, 2025; now therefore

BE IT RESOLVED, that the Jersey City Board of Education hereby approves the appointment and contract for Dr. Norma Fernandez to serve as the Superintendent of Schools for the Jersey City School District, effective July 1, 2022 through June 30, 2025. A copy of this contract shall remain on file in the office of the School Business Administrator.

Attc 4.01 - Superintendent Contract - NF.pdf (2,732 KB)