

EMPLOYMENT CONTRACT

CHIEF SCHOOL ADMINISTRATOR (SUPERINTENDENT OF SCHOOLS) JERSEY CITY PUBLIC SCHOOL DISTRICT

THIS AGREEMENT is entered on this June 27, 2024, by and between the JERSEY CITY BOARD OF EDUCATION, County of Hudson, State of New Jersey (hereinafter "Board"), a body corporate and politic with its principal place of business at 346 Claremont Avenue, Jersey City, New Jersey 07305 and DR. NORMA FERNANDEZ (hereinafter "Superintendent"), an individual residing in the State of New Jersey.

THIS AGREEMENT sets forth all terms and conditions of employment for the Superintendent while employed by the Board, except to the extent that any such terms may be imposed, superseded, or preempted by operation of controlling State or Federal law.

WHEREAS, for the purposes of mutual understanding and in order that a harmonious relationship may exist between the Board and the Superintendent to the end that continuous and efficient services will be rendered by and on behalf of both parties for the benefit of the students, taxpayers, employees, and residents of the JERSEY CITY PUBLIC SCHOOL DISTRICT (hereinafter "School District"); and

WHEREAS, the Board wishes to offer employment to the Superintendent, and the Superintendent wishes to accept employment by the Board as set forth herein; and

NOW, THEREFORE, in consideration of the following mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties hereby agree and are agreed as follows:

ARTICLE I

EMPLOYMENT & JOB RESPONSIBILITIES

- A. **TERM.** The Board hereby agrees to employ the Superintendent, and the Superintendent accepts the employment, as the Superintendent of Schools of the Jersey City Public School District for a period of three (3) years, commencing on July 1, 2024, or soon thereafter as all necessary reviews and approvals are obtained and formal, public Board action is taken and running through the end of business on July 1, 2027. The parties acknowledge that this Contract must be approved by the Hudson County Executive Superintendent in accordance with applicable law and regulation.
- B. **RENEWAL.** Pursuant to N.J.S.A. 18A:17-20.1, at the conclusion of the term of this Contract, the Superintendent shall be deemed reappointed for another contracted term of the same duration, unless either:
1. The Board, by contract, reappoints the Superintendent with her consent for a different term which term shall not be less than three (3) nor more than five (5) years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or

2. the Board notifies the Superintendent, in writing on or before the end of business March 1, 2027, that such reappointment shall not be offered, in which event the employment of Dr. Norma Fernandez as Superintendent of Schools shall cease at the expiration of that term. Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent shall continue to accrue any and all tenure and seniority rights to which she may be entitled based upon his previous employment in the District as Superintendent.
- C. **DISMISSAL/REDUCTION IN COMPENSATION.** Pursuant to N.J.S.A. 18A:17-20.2, during the term of this Contract and any period of reappointment, the Superintendent shall not be dismissed or reduced in compensation except as set forth in N.J.S.A. 18A:6-10 et seq. However, the Board reserves the authority pursuant to law to withhold the salary increment of the Superintendent subject to the Superintendent's right to contest and such withholding consistent with law.
- D. **SALARY.** The Superintendent's salary during the life of this Contract shall be as follows:
1. Effective July 1, 2024 (2024/25 school year), salary **\$311,472.00 + \$10,800.00L**, payable semi-monthly on the 15th and 30th of each month
 2. Effective July 1, 2025 (2025/26 school year), salary **\$320,816.00 + \$10,800.00L**, payable semi-monthly on the 15th and 30th of each month
 3. Effective July 1, 2026 (2026/27 school year), salary **\$330,440.00 + \$10,800.00L**, payable semi-monthly on the 15th and 30th of each month
- E. **LONGEVITY.** The Superintendent shall be paid cumulative longevity ("L") as follows:

Upon completion of 15 years of service	\$1,500
Upon completion of 16 years of service	\$1,000
Upon completion of 20 years of service	\$2,000
Upon completion of 25 years of service	\$2,100
Upon completion of 30 years of service	\$2,100
Upon completion of 35 years of service	\$2,100

ARTICLE II

CERTIFICATION & RESPONSIBILITIES

- A. **CERTIFICATION.** The parties acknowledge that the Superintendent currently possesses an administrative certificate with the School Administrator endorsement. It is a condition of this Contract that the Superintendent retains such qualifications in full force and good standing. As required by N.J.S.A. 18A:17-15.1, the parties acknowledge that in the event that the certificate of the Superintendent is revoked at any time prior or during the life of this Contract, the Contract shall become null and void as of the date of the revocation.
- B. **DUTIES.** In consideration of the employment, salary and benefits established hereby, the Superintendent hereby agrees to the following job responsibilities and obligations:

1. To faithfully perform the duties of the Superintendent/Chief School Administrator as set forth in the applicable laws of the State of New Jersey and Board Policy and the applicable Job Description, all of which are incorporated herein by reference. The parties mutually acknowledge the authority of the Board of Education to amend and revise the referenced Policy and Job Description pursuant to law.
2. To devote full-time efforts, and all skills, labor and attention to the position of Superintendent of Schools and functions of Chief School Administrator as required by N.J.S.A. 18A:17-18. Any activities which require the Superintendent to be absent from the school district for one full working day or more shall be reported to the Board, and the Superintendent shall utilize vacation and/or personal days for all such activities;
3. To assume responsibility for the selection, renewal, placement, removal and transfer of personnel, subject to the approval and subsequent action by the Board, pursuant to N.J.S.A. 18A:27-4.1;
4. To study and make recommendations with respect to all criticisms and complaints which the Board, either by Committee or collectively, may refer to the Superintendent. The Board and its individual members agree to refer to the Superintendent any and all criticisms or complaints that it or they are made aware of, as required by the School Ethics Act and applicable Board Policies. The Superintendent shall have the right to contact the Board's attorneys for legal assistance as the need arises in carrying out his duties;
5. To assume responsibility and accountability for the administration of the affairs and operation of the Jersey City Public School District, including but not limited to, instructional programs, personnel and business management, and to delegate to members of the Administration pursuant to the District Organizational Chart;
6. To hold an ex officio seat on the Board of Education, and to speak, but not vote on all issues before the Board in accordance with applicable law, and to attend all regular, special, and workshop meetings of the Board, and all Committee meetings where the attendance of the Superintendent is requested by the Board. However, the Superintendent shall not be present at any Executive Session of the Board where the Superintendent has received notice that the Board will discuss the Superintendent's employment, and where the Superintendent has not waived such privacy rights, or where the Superintendent has agreed for the Board to discuss her employment;
7. To provide written and oral updates to the Board on a regular basis to keep the Board fully informed on issues taking place in the operation of the School District. Such reports shall be of a nature as to reinforce the relationship and lines of communications between the Superintendent and Board and the honest and candid administrative leadership of the Superintendent.

- C. **HOURS.** The hours of work for the Superintendent shall be all those hours necessary or desirable to fulfill his professional responsibilities as Superintendent in the Jersey City Public School District. These hours include those required for school system-related responsibilities occurring on weekends, evenings, nights and holidays.

ARTICLE III

BENEFITS

- A. **HEALTH INSURANCE.** 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.

The Superintendent may waive coverage in any of the health benefits plan if covered by a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board.

The Board shall provide the Superintendent a §125 cafeteria plan in accordance with *P.L. 2011, Chapter 78*

- B. **DISABILITY INSURANCE.** The Superintendent shall be entitled to long-term disability coverage. The annual maximum benefit shall not exceed \$6,000.00.
- C. **EXPENSES.** The Superintendent shall be entitled to receive mileage reimbursement in connection with the performance of her duties pursuant to applicable law and regulation and OMB circular (currently \$0.47 per mile). The Superintendent shall be reimbursed for all documented, actual, and reasonable expenses incurred in the performance of the duties enumerated in this Contract, including, but not limited to, business-related activities, the purchase of supplies, meals, lodging, and membership in community service and professional organizations, upon submission to the Board Secretary and approved by the Board of Education consistent with Board Policy and applicable regulations of the New Jersey Department of Education. All District related travel shall be consistent with the New Jersey Office Management and Budget circulars and all applicable regulations. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses, which she may incur while discharging the duties of Superintendent. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshops and Conventions, the annual conference of the NJASA/NJSBA and with Board approval, the Superintendent shall be permitted to attend one national conference annually.
- D. **MEMBERSHIP FEES AND PROFESSIONAL DEVELOPMENT.** The Board shall pay one hundred percent (100%) of the Superintendent's membership dues for the New Jersey Association of School Administrators and the County Roundtable. The Board shall pay all fees for out-of-district workshops, classes and training required by the Board as part

of the Superintendent's professional growth plan, subject to application and approval pursuant to Board Policy and applicable State regulations.

- E. **COURSE REIMBURSEMENT.** The Superintendent shall be entitled to be reimbursed for up to six (6) credits per semester at the Rutgers University rate. The Superintendent shall receive prior approval for course(s) from the Board President. Reimbursement does not include the cost of registration, books, fees, etc. All education credits must be taken at an accredited institution. Reimbursement is contingent upon the attainment of a "B" or better. The Board shall pay the cost of State-mandated Mentoring and for attendance at NJASA New Superintendents Academy as may be incurred by the Superintendent.
- F. **PROFESSIONAL MEMBERSHIPS.** The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: NJASA, AASA, and National Center for Research and Technology Board, Superintendent's Roundtable and the NJ County Administrators Association and/or other organizations deemed important by the Superintendent and approved by the Board.
- G. **NO IMPLIED BENEFITS.** The parties agree and understand that the benefits set forth in this Contract are intended to be comprehensive. The Superintendent is not and shall not be entitled to any fringe benefit(s) except as expressly set forth in this herein and in any written addenda to which the parties may agree.

ARTICLE IV

ABSENCE FROM DUTIES

- A. **SICK LEAVE.** The Superintendent shall be entitled to thirteen (13) sick days annually. Unused sick leave days shall accumulate, as guaranteed by N.J.S.A. 18A:30-3.6. The Board reserves the right pursuant to N.J.S.A. 18A:30-4 to require the submission of a physician's certification in the event of sick leave claimed after five (5) consecutive sick days.
- B. **CARRY-OVER SICK LEAVE.** 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 *P.L. 2007, c.92*, the Superintendent had accrued 528.50 days of accumulated sick leave (5.50 sick days used as of 06/04/2024). Payment for the 523 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 202+	payable at \$200 per day

Based upon this methodology, 523 accumulated sick days as of June 8, 2007, represents a potential payment at retirement of \$89,600.00 for these sick days as of that date. It is understood and agreed that sick days used by the Superintendent shall first be deducted from the pre-June 8, 2007, allotment of sick days.

It is further understood and agreed that post June 8, 2007 sick days shall be made according to the following methodology, in amount not to exceed \$15,000.00:

Days 1-100	payable at \$100 per day
Days 101-200	payable at \$150 per day
Days 202+	payable at \$200 per day

- C. **SICK LEAVE PAYMENT AT RETIREMENT.** 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.
- D. **PERSONAL DAYS.** The Superintendent shall be entitled to five (5) days of paid leave for personal business per year.
- E. **HOLIDAYS:** The Superintendent shall be entitled to all paid holidays per the school calendar.
- F. **VACATION TIME AND CARRY OVER.** The Superintendent shall be entitled to (25) vacation days annually. Pursuant to N.J.S.A. 18A:30-9, upon request to and with the consent of the Board President, the Superintendent may carry over unused vacation days into the next school year. For periods of less than a full school year, the Superintendent shall earn vacation time at the rate of (2.083) days for each month of service. The Supt may cash out five (5) unused vacation days at his per diem rate of 1/260 at the end of the school year. The Supt must notify the Business Office no later than June 1st if they wish to cash out vacation days. The Superintendent shall notify the Board President or designee in advance when taking vacation time and blocks of less than five (5) days and shall obtain Board President's advance approval for vacations of five (5) days or more. In no case shall the Superintendent's accumulated unused vacation days exceed fifty (50) days.
- G. **VACATION LEAVE AT SEPARATION.** Upon separation from service, the Superintendent shall be entitled to payment for all vacation time, not to exceed fifty (50) days, at the per diem rate of \$1,198.00 (2024/25 salary divided by 1/260th), total payment not to exceed \$59,898.46.
- H. **PAYMENTS TO ESTATE.** In the event that the Superintendent dies during the term of this Agreement, any payments to which she is entitled for unused vacation time shall be payable to the Superintendent's estate. Pursuant to N.J.A.C. 6A:23A-3.1, no payments for unused sick time shall be payable to the estate.
- I. **BEREAVEMENT LEAVE.** The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of his father, mother, spouse, 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.

- J. **COMPUTER.** The Board shall supply the Superintendent with the use of a new laptop computer (with internet access) which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer shall be replaced as necessary.
- K. **CELL PHONE:** The Superintendent shall receive a School District cell phone for her school-related business.
- L. **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 arose while the Superintendent was acting within the scope of her employment and, as such, liability coverage is within the authority of the Board to provide under state law. If, in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.
- M. **NO IMPLIED LEAVE BENEFITS.** The parties agree and understand that the leave of absence rights and obligations set forth in this Contract are intended to be comprehensive, except as provided by State or Federal law and mandated Board Policies. The Superintendent is not entitled to any absence benefit not expressly set forth herein or in any written addenda to which the parties may agree.

ARTICLE V

MEDICAL EVALUATION

The Superintendent shall undergo a pre-employment comprehensive physical examination, which shall consist of a complete physical examination by the Superintendent's physician of choice. Said examination shall be paid for through the Superintendent's insurance, and she shall be responsible for any co-payment for said examination. The Board shall be provided with a certified statement from the physician regarding the examination, indicating whether the Superintendent is fit for duty, which statement shall be filed in the Superintendent's Personnel File and treated as confidential, pursuant to applicable State and Federal law. The Board also reserves the right, pursuant to N.J.S.A. 18A:16-2, to require the Superintendent to undergo a physical or psychiatric evaluation if the Superintendent shows evidence of deviation from normal physical or mental health in the judgment of the Board.

ARTICLE VI

EVALUATION OF SUPERINTENDENT

- A. **ANNUAL EVALUATION.** The Board shall evaluate the performance of the Superintendent at least once a year not later than April 30, in accordance with N.J.S.A. 18A:17-20.3, N.J.A.C. 6A:10-8.1, and Board Policy relating to Superintendent evaluation. Each annual evaluation shall be in writing, a copy shall be provided to the Superintendent, and the Superintendent and Board shall meet to discuss the findings prior to final approval or adoption by the Board. The Board may also meet in closed session to discuss the evaluation of the Superintendent's performance, after providing notice to the Superintendent.
- B. **GOALS AND OBJECTIVES.** Within sixty (60) days of the signing of this Agreement and thereafter on or before June 1 of each year of this Agreement, the parties shall meet to establish the District's goals and objectives for the ensuing school year. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated.

ARTICLE VII

TERMINATION OF CONTRACT

- A. **CONSENT.** This Contract may be terminated upon mutual consent of the parties, under such terms as may be agreed upon in writing by the parties, subject to the provisions of N.J.S.A. 18A:17-20.2 and N.J.A.C. 6A:23A-3.2.
- B. **NONRENEWAL.** As set forth above, the Board reserves the right to notify the Superintendent that this Contract shall not be renewed by the end of business on March 1, 2027. It is understood and agreed by the parties that in the event that the Board notifies the Superintendent that it wishes to negotiate a renewal or extension of this Contract, but the parties are unable to reach agreement on the terms for such renewal or extension prior to the expiration of the current Contract, employment as Superintendent of Schools shall cease upon the expiration of the Contract.
- C. **DISMISSAL.** Dismissal or reduction in compensation shall be governed by Article I(C), above and the controlling law and regulations.
- D. **RESIGNATION.** The Superintendent may unilaterally terminate this Contract upon the provision of not less than 120 days' written notice to the Board President and Secretary.

SUSPENSION. The Board reserves the right to suspend the Superintendent without pay in the event that the Superintendent is indicted, or pursuant to the Tenure Hearing Laws in accordance with N.J.S.A. 18A:6-9 -18A:6-29 and N.J.A.C. 6A:3 et seq.

- E. The Board separately reserves the right to suspend the Superintendent with pay and to remove the Superintendent from the performance of this Contract.
- F. **AUTOMATIC TERMINATION.** Notwithstanding any provision of this Contract to the contrary, the parties agree that this Contract shall terminate, and the Superintendent's employment shall cease, under any of the following circumstances:

- a. Failure to possess/obtain necessary and proper certification;
- b. Revocation or suspension of the Superintendent's certification;
- c. Forfeiture of employment pursuant to N.J.S.A. 2C:51-2; and
- d. Discovery of fraudulent misrepresentation of employment history, educational and professional credentials, or criminal background.

It is further understood and agreed 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 and/or resigns from the position, 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 non-renew/resignation from the position.

ARTICLE VIII

NOTICES

Any notice, report or demand required or permitted by any provision of this Contract shall be deemed to have been sufficiently given or served for all purposes if it is sent by certified mail, return receipt requested, as follows:

THE BOARD: Jersey City Board of Education, 346 Claremont Avenue, Jersey City, New Jersey 07305

SUPERINTENDENT: Dr. Norma Fernandez, at the home address as identified in District records.

ARTICLE IX

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Contract and the provision of any Board Policy, practice, or any permissive State or Federal law or regulation, the terms of this Contract shall take precedence over the contrary provisions.

ARTICLE X

GOVERNING LAW

This Contract shall be interpreted, construed and governed according to the laws of the State of New Jersey. Controversies arising under this Contract pertaining to the purely contractual rights and obligations of the parties shall be cognizable in the Superior Court of New Jersey, Hudson County. All other controversies arising under this Contract with regard to the parties' rights under any provision of the New Jersey Education Laws, N.J.S.A. Title 18A and the regulations implementing same, N.J.A.C. Titles 6 and 6A, shall be within the primary jurisdiction of the New Jersey Commissioner of Education pursuant to N.J.S.A. 18A:6-9.

ARTICLE XII

FORCE OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their perspective heirs, successors and permitted assigns.

ARTICLE XIII

MODIFICATION CLAUSE

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

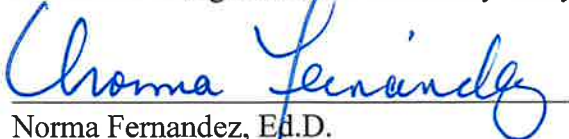
ARTICLE XIV

ENTIRE AGREEMENT

The parties hereto understand and expressly intend that this Contract embodies and contains the entire understanding and agreement between them, and that there are no representations, promises or considerations of any nature whatsoever, except as set forth herein.

The parties further acknowledge that they agree to and are mutually capable of understanding and appreciating the intention and effect of every provision hereof, and that in addition, they have had the opportunity to review all provision hereof with their respective legal counsel. The parties further acknowledge that as required by N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), the Hudson Executive County Superintendent or designee has reviewed and approved all terms and conditions of this Contract prior to final Board action. The letter of approval is attached hereto.

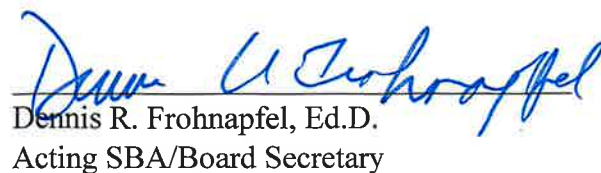
IN WITNESS WHEREOF, and intending themselves to be bound hereby, the parties hereto have executed this Agreement as of the day and year first written above.


Norma Fernandez, Ed.D.
Superintendent of School

Date: 8/26/2024


Dejon Morris
Board President

Date: 8/26/24


Dennis R. Frohnapfel, Ed.D.
Acting SBA/Board Secretary

Date: 8/26/24

