



*State of New Jersey*  
DEPARTMENT OF EDUCATION

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

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ANGELICA ALLEN-McMILLAN, Ed.D.  
*Acting Commissioner*

MELISSA A. PEARCE  
*Interim Executive County Superintendent*

June 1, 2022

Dr. Christine A. Johnson, Superintendent  
Hoboken Board of Education  
158 Fourth Street  
Hoboken, NJ 07030

Dear Dr. Johnson:

I have reviewed the employment contract for Joyce A. Goode, 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 a period commencing on July 1, 2022 through June 30, 2023. 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.

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melissa A. Pearce".

Melissa A. Pearce  
Interim Executive County Superintendent

**SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY  
CONTRACT OF EMPLOYMENT**

This Contract, made this 1st day of July, 2022, between

**THE HOBOKEN BOARD OF EDUCATION,**

(hereinafter "the Board"), with offices located at

524 Park Avenue, Hoboken, New Jersey 07030

and

**JOYCE A. GOODE** (hereinafter the "SBA/BS").

**PREAMBLE**

**WITNESSETH**

**WHEREAS**, the Board desires to employ the SBA/BS and to provide her 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 SBA/BS 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 SBA/BS is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A.* 18A:17-14.2;

**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 Joyce A. Goode as SBA/BS for the period beginning July 1, 2022 and ending June 30, 2023. The parties acknowledge that this Contract must be approved by the Executive County Superintendent for Hudson County in accordance with applicable law and regulation.

## ARTICLE II

### CERTIFICATION

The parties acknowledge that the SBA/BS currently possesses the appropriate certification prescribed by the New Jersey State Board of Education and the Board, as set forth in the job description, attached as Exhibit A. The SBA/BS shall continue to hold the appropriate certification in full force and effect during the entire period of employment.

If, at any time during the term of this Contract, the SBA/BS's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The SBA/BS will provide official course transcripts for all earned postsecondary degrees to the Board. 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 SBA/BS hereby agrees to the following:

A. To perform faithfully the duties of SBA/BS of Schools for the Board 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 (Exhibit A) adopted by the Board, applicable to the position of SBA/BS of Schools, is incorporated by reference into this Contract.

B. To devote the SBA/BS's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake any other professional duties for compensation, on weekends, on her vacation time, or at other times when she is not required to be present in the district, without written permission of the Superintendent. Should the SBA/BS 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, and such other duties have been approved by the Superintendent, she shall retain any honoraria paid. The SBA/BS shall notify the Superintendent in the event she is going to be away from the district on district business 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.

C. To perform all duties incident to the position of SBA/BS and such other duties as may be prescribed by the Superintendent from time to time. However, the Superintendent shall not assign to the SBA/BS the duties or responsibilities of another position or job title unless the parties are able legally to negotiate additional compensation commensurate with the duties or responsibilities to be assigned. The SBA/BS shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations. Any revision, modification or change to this contract must first be submitted to the Executive County Superintendent of Schools for review and approval prior to any formal Board of Education action.

## 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 SBA/BS have entered into a new employment contract. Any adjustment to salary must first be submitted to the Executive County Superintendent of Schools for review and approval prior to any formal Board of Education action.

1. Salary. The Board shall pay the SBA/BS an annual salary of one hundred eighty four thousand, seven hundred sixteen dollars and eight cents (\$184,716.08) throughout the duration of this Employment Contract. This annual salary rate shall be paid to the SBA/BS in accordance with the schedule of salary payments in effect for other certified employees.

Merit bonuses may be provided to the Business Administrator/Board Secretary based on the Business Administrator/Board Secretary's achievement of certain qualitative and quantitative criteria. The Business Administrator/Board Secretary will be eligible to received One (1) quantitative merit bonus and one qualitative merit bonus annually. The Business Administrator/Board Secretary shall be entitled to receive such merit bonus commencing at the end of the 2022-2023 school year. The Business Administrator/Board Secretary will be eligible to receive a merit bonus equivalent to 2% of her annual salary for the quantitative merit criterion and 2% of her annual salary for the qualitative merit criterion achieved. Merit bonuses shall not be cumulative and shall be payable in a lump sum at the end of each school year upon the achievement of each quantitative or qualitative merit criterion. By no later than September 1, 2022 and by June 30 of each following year, the Superintendent shall establish written criteria

for determining each merit bonus to be applicable to the upcoming school year and shall submit such criterion to the Hoboken Board of Education for review and approval. The Superintendent and the Business Administrator/Board Secretary will discuss a draft of the criteria prior to submission to the Board of Education for review. Prior to the payment of any merit bonus, the Superintendent shall submit a resolution to the Board of Education certifying that the quantitative and/or qualitative merit criterion has been satisfied and shall await a confirmation of the satisfaction of such criterion from the Board of Education prior to payment of same.

2. Sick leave. The SBA/BS shall receive twelve (12) sick days annually (prorated). Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon the SBA/BS's retirement from a state sponsored retirement system, the Board shall pay her for her unused accumulated sick days at a per diem rate of 1/260<sup>th</sup> of her final annual salary, subject to a maximum payment of \$15,000.00. Any such payment shall be made within thirty (30) days of the SBA/BS's last day of employment. Accumulated unused sick leave compensation shall not be paid to the SBA/BS's estate. (NJSA 18A:30-3.5 and NJAC 6A:23A-3.1 (e) 7).

B. Professional Membership. The SBA/BS shall be entitled to membership, at the Board's expense for professional dues in the New Jersey Association of School Business Officials, the Hudson County Association of School Business Officials, and other organizations approved by the Superintendent of Schools. The total dues shall not exceed \$1,540.00 per year. The SBA/BS also shall be entitled to reimbursement for expenses incurred attending the New Jersey Association of School Business Officials Spring and Fall Conferences in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated rules and 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 statutory and regulatory provisions and guidance, and with board policy and OMB circulars. Total reimbursement not to exceed \$1,500.00 per year.

C. Health Benefits The Board shall provide the SBA/BS with individual or family health benefits coverage through the Board's Direct Access Plan. The SBA/BS shall contribute to the cost of such coverage in accordance with (Chapter 78, P.L. 2011) *N.J.S.A. 52:14-17.25, et seq.* payable through payroll deduction as mandated by the State of New Jersey.

D. Vacation Leave:

The SBA/BS 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 SBA/BS's upon beginning her employment. (NJSA 18A:30-3.9 and NJAC 6A:23A-3.1 (e) 8)

1. The SBA/BS shall take her vacation time after giving the Superintendent reasonable notice. The SBA/BS may take vacation days during the school year, upon notice to the Superintendent. The SBA/BS should attempt to take no less than two (2) weeks of vacation leave when school is not in session. The SBA/BS is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The SBA/BS shall document the use of accrued vacation days with the Superintendent.

2. The Board encourages the SBA/BS to take her full vacation allotment each year; however, if the SBA/BS is unable to take her full vacation allotment in a given year due to business demands, the SBA/BS may carry over not more than ten (10) vacation days

from year-to-year. All days carried over must be used in the next year, or those days not taken will be forfeited.

3. Upon the SBA/BS's separation from employment, the Board shall pay the SBA/BS for her unused, accrued vacation days at the per diem rate of 1/260<sup>th</sup> of her final annual salary. Any such payment shall be made within thirty (30) days of the SBA/BS's last day of employment. In the event of the SBA/BS's death, payment shall be made to her estate.

E. Holidays: The SBA/BS shall be entitled to all holidays granted to other administrators in the district. The SBA/BS shall be entitled to the following holidays: Christmas Eve and Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Independence Day. All holidays are subject to the school calendar.

F. Personal Days: The SBA/BS shall be entitled to four (4) personal days of paid leave each school year to attend to personal business during the school day. Personal days may be taken during the school year with the prior permission of the Superintendent. 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 Superintendent. Personal days are non-cumulative and non-reimbursable.

G. Bereavement Leave: The SBA/BS shall be entitled to seven (7) bereavement days per school year for the death of an immediate family member (as that term is defined in N.J.A.C. 6A:23A-1.2). Such days shall be non-cumulative.

H. Mileage: The SBA/BS shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Department of Treasury



and guidelines established by the New Jersey Office of Management and Budget. Automobile mileage shall be reimbursed at the rate of \$.35/mile or the rate established by the Office of Management and Budget, whichever is higher. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations and submission of documented receipts. (N.J.S.A. 18a:11-12, N.J.A.C. 6A:23A-7)

I. Leave: The SBA/BS shall be responsible for filing a time-off slip, 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, with the Superintendent each time any leave is taken. The SBA/BS and Superintendent shall periodically review the SBA/BS's attendance record to assure correctness.

J. Cellphone/Personal Electronic Device: In light of her responsibilities as the SBA/BS, the Board shall reimburse the SBA/BS up to twenty dollars (\$20.00) per month for the monthly charges associated with the SBA/BS's use of a cellular telephone/personal electronic device to tend to District business. The SBA/BS shall follow Board policy and other applicable law in supplying the necessary documentation when seeking reimbursement.

K. Professional Growth of SBA/BS: The Board encourages the continuing professional growth of the SBA/BS. In light of her responsibilities as the SBA/BS, upon pre-approval by the Board, the Board shall reimburse the SBA/BS up to two thousand five hundred dollars (\$2,500.00) per school year in tuition costs for all graduate and doctoral courses taken at an accredited institution of her choosing leading to an advanced degree that is related to her current or future job responsibilities in accordance with *N.J.S.A.* 18A:6-8.5, provided the courses culminate in the acquisition of a degree. The SBA/BS shall follow Board policy and other

applicable law and regulations in supplying the necessary documentation when seeking reimbursement.

## ARTICLE V

### ANNUAL EVALUATION

The Superintendent shall annually evaluate the performance of the SBA/BS. The SBA/BS's annual evaluation shall be in writing, shall include areas of recommendations and shall provide direction as to any areas of performance in need of improvement. A copy shall be provided to the SBA/BS, and the SBA/BS and the Superintendent shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the District, the responsibilities of the SBA/BS as set forth in the job description for the position of SBA/BS and any other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Superintendent determines that the performance of the SBA/BS is unsatisfactory in any respect, she 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 Superintendent deems performance to be unsatisfactory. The SBA/BS shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the SBA/BS's personnel file upon her request.

## ARTICLE VI

### TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by either the SBA/BS or the Board upon sixty (60) days'

- written notice to the other party;
- (c) actions consistent with the statutory authority of the Board;
  - (d) such other grounds as provided by law.

## ARTICLE VII

### COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the approval of the Executive County Superintendent of Schools.

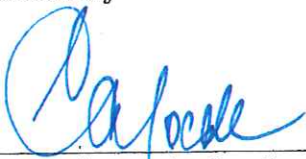
## ARTICLE VIII

### 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 WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.


**Business Administrator/Board  
Secretary**



Joyce A. Goode

Date: 6/3/2022

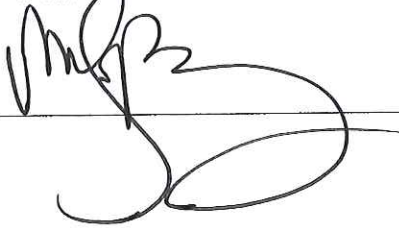
**HOBOKEN BOARD OF  
EDUCATION**



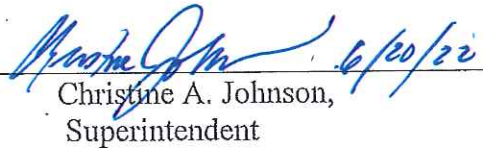
Sharon Angley, President

Date: 6/4/22

WITNESS:



WITNESS:



Christine A. Johnson,  
Superintendent