



State of New Jersey
DEPARTMENT OF EDUCATION

Hudson County Office
830 Bergen Avenue, Suite 7B
Jersey City, NJ 07306
Telephone (201) 369-5290
Facsimile (201) 369-5288

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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 Sandra Rodriguez-Gomez, Assistant 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, 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

CONTRACT OF EMPLOYMENT

The Contract, made the 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

Mrs. Sandra Rodriguez-Gomez (hereinafter the "Assistant Superintendent").

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Assistant Superintendent 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 Assistant 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 Assistant 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 Mrs. Sandra Rodriguez-Gomez as Assistant Superintendent of Schools for the period of July 1st, 2022 through June 30, 2023. The parties acknowledge that the 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 Assistant Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

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

A. To perform faithfully the duties of Assistant Superintendent 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 adopted by the Board,

applicable to the position of Assistant Superintendent of Schools, is incorporated by reference into the Contract and attached as Exhibit A.

B. To devote the Assistant Superintendent's full time, skills, labor, and attention to the employment during the term of the Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Superintendent. Should the Assistant Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Assistant Superintendent shall notify the Superintendent in the event he 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 the Contract governing time off. The Board recognizes that the demands of the Assistant 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 perform all duties incident to the position of Assistant Superintendent and such other duties as may be prescribed by the Superintendent from time to time. However, the Superintendent shall not assign to the Assistant Superintendent 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 Assistant 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 the Employment Contract shall be in the form of an amendment and shall become part of the Employment Contract, but it shall not be deemed that the Board and the Assistant Superintendent 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 Assistant Superintendent an annual salary of one hundred ninety-one thousand two hundred forty-four dollars (\$191,244.00) throughout the duration of the Employment Contract. The annual salary rate shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

Merit bonuses may be provided to the Assistant Superintendent based on the Assistant Superintendent's achievement of certain qualitative and quantitative criteria. The Assistant Superintendent will be eligible to receive one (1) quantitative merit bonus and one qualitative merit bonus annually. The Assistant Superintendent shall be entitled to receive such merit bonuses commencing at the end of the 2022-2023 school year. The Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. The Assistant Superintendent's sick day bank, as accumulated during prior employment with the Hoboken School District will remain intact. Upon the Assistant Superintendent's retirement, the Board shall pay her for her unused accumulated sick days at a per diem rate of 1/260th 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 Assistant Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to the Assistant Superintendent's estate or beneficiaries in the event of death prior to retirement.

B. Professional Membership: The Assistant Superintendent shall be entitled to membership, at the Board's expense for professional dues in the NJASA, AASA, and Hudson County ASA professional associations. The Assistant Superintendent also shall be entitled to reimbursement for expenses incurred attending the NJSBA Fall Conference and

the NJASA Spring Conference 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 statutory and regulatory provisions and guidance, and with board policy.

C. Health Benefits: The Board shall provide the Assistant Superintendent with individual or family health benefits coverage through the Board's Direct Access Plan. The Assistant Superintendent shall be subject to the required employee contributions for medical insurance in accordance with *P.L. 2011, Chapter 78*.

D. Vacation Leave:

1. The Assistant 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 Assistant Superintendent upon beginning her employment.

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

3. The Board encourages the Assistant Superintendent to take her full vacation allotment each year; however, if the Assistant Superintendent is unable to take her full vacation allotment in a given year due to business demands, the Assistant Superintendent

may carry over not more than 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.

4. Upon the Assistant Superintendent's separation from employment, the Board shall pay the Assistant Superintendent for her unused, accrued vacation days at the per diem rate of $1/260^{\text{th}}$ of her final annual salary. Any such payment shall be made within 30 days of the Assistant Superintendent's last day of employment. In the event of the Assistant Superintendent's death, payment shall be made to her estate.

E. Holidays: The Assistant Superintendent shall be entitled to all holidays granted to other administrators in the district. The Assistant Superintendent shall be entitled to the following holidays: Labor Day, Rosh Hashanah, Columbus Day, NJEA Convention, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th. All holidays are subject to the school calendar.

F. Personal Days: The Assistant Superintendent shall be entitled to 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 Board Secretary. Personal days are non-cumulative and non-reimbursable.

G. Bereavement Leave: The Assistant Superintendent shall be entitled to 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 Assistant 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. 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.

I. Leave: The Assistant Superintendent 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 Board Secretary each time any leave is taken. The Assistant Superintendent and Superintendent shall periodically review the Assistant Superintendent's attendance record to assure correctness.

J. Smartphone and Technology: In light of her responsibilities as the Assistant Superintendent, the Board shall provide the Assistant Superintendent with a Smart Phone, Internet JetPack, and a laptop or tablet for business use.

K. Professional Growth of Assistant Superintendent: The Board encourages the continuing professional growth of the Assistant Superintendent. In light of her responsibilities as the Assistant Superintendent, upon pre-approval by the Board, the Board shall reimburse the Assistant Superintendent 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*. The Assistant Superintendent shall follow Board policy and other applicable law in supplying the necessary documentation when seeking reimbursement.

ARTICLE V

ANNUAL EVALUATION

The Superintendent shall annually evaluate the performance of the Assistant Superintendent pursuant to statute. The Assistant Superintendent'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 Assistant Superintendent, and the Assistant Superintendent 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 Assistant Superintendent as set forth in the job description for the position of Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent shall have the right to respond in writing to the evaluation; the response shall become a permanent attachment to the Assistant Superintendent's personnel file upon her request.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

The Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by either the Assistant Superintendent or the Board upon

sixty (60) days' written notice to the other party;

- (c) actions consistent with the statutory authority of the Board.

ARTICLE VII

COMPLETE AGREEMENT

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


ARTICLE VIII

SAVINGS AND CONFLICTS CLAUSE

If, during the term of the 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 the
Employment Contract effective on the day and year first above written.

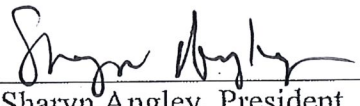
ASSISTANT
SUPERINTENDENT



Mrs. Sandra Rodriguez-Gomez
Date: June 6, 2022

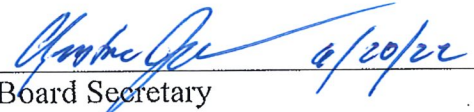
WITNESS:

HOBOKEN BOARD OF
EDUCATION



Sharyn Angley, President
Date: 6/6/2022

WITNESS:



Board Secretary