

**EMPLOYMENT CONTRACT**  
**BETWEEN**  
**THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL**  
**DISTRICT BOARD OF EDUCATION**  
**AND**  
**JESSICA CANGELOSI-HADE, SUPERINTENDENT**

**THIS AGREEMENT** is made as of the 24<sup>th</sup> day of August, 2024, by and between the **HUNTERDON CENTRAL REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION**, with offices located at 84 Route 31, Flemington, NJ 08822 (hereinafter referred to as the “Board” or “District”) and Jessica Cangelosi-Hade (hereinafter referred to as the “Superintendent”).

**WHEREAS**, the Board desires to employ the Superintendent as the Chief Education Officer 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 Board has approved the appointment of Jessica Cangelosi-Hade as the Superintendent, subject to the terms and conditions of this Agreement;

**NOW THEREFORE, BE IT RESOLVED THAT** the Board and Superintendent, in consideration of the following mutual promises and obligations of the parties, agree to the following terms of employment:

**1. TERM**

The Board hereby agrees to employ Jessica Cangelosi-Hade as Superintendent for the period commencing on August 24, 2024, and expiring at 11:59 on June 30, 2028. The parties acknowledge that this Contract must be approved by the Executive County Superintendent in accordance with applicable law and regulation.

**2. CERTIFICATION AND DUTIES**

A. The Superintendent accepts said appointment and represents that she possesses the required certification and endorsement for the position of Superintendent issued by the New Jersey State Board of Examiners and that said certificate and endorsement are now and shall remain in full force and effect through the term of this Agreement. In the event that a certification and/or endorsement of the Superintendent is revoked, this Agreement shall become null and void as of the date of revocation. The Superintendent currently possesses a provisional certification and is already enrolled in the appropriate program in furtherance of obtaining her standard certificate.

B. The Superintendent shall, under the direction of the Board, faithfully and diligently fulfill the responsibilities and obligations of a Superintendent pursuant to the laws of New Jersey and the Rules and Regulations adopted by the State Board of Education, and observe and enforce the rules and policies prescribed by and for the Board. The Superintendent shall be the chief administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District, and shall arrange the administrative and supervisory staff, including the instructional and business affairs, in a manner which, in her

judgment, best serves the District. The selection, placement, transfer, renewal, and dismissal of personnel, both instructional and non-instructional shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the non-renewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

The Superintendent will recommend non-renewal of 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.

The Superintendent will assume responsibility for the administration of the affairs of the 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.

The Superintendent will 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, which the parties agree shall be provided to the Superintendent no later than forty-eight (48) hours before the Board meeting, has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), will attend committee meetings at the request of the Board, and shall serve as advisor to the Board and said committees on all matters affecting the District.

The Superintendent will suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with State statutes and regulations and/or for the well-being of the District.

The Superintendent will 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, provided such duties are consistent with applicable State statutes and regulations. 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.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out her duties.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the District position of Superintendent as set by Board policy #1230 and approved in the job description which may be modified by the Board from time to time, consistent with the intent set forth above.

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, the additional compensation is reflected in an addendum to this Employment Agreement, and such addendum has been approved by the Executive County Superintendent.

C. Outside Activities: The Superintendent shall devote her full time, skills, and attention to the business of the District. Should the Superintendent choose to engage in 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's performance of outside activities is secondary to her Superintendent duties. 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 and/or outside regular work hours. The Superintendent acknowledges and agrees that any outside activities performed must not conflict with or interfere with the duties of the Superintendent. The Superintendent also acknowledges that at all times, she must abide by all applicable laws, including, but not limited to, student privacy laws, such as the Family Educational Rights and Privacy Act ("FERPA") and the School Ethics Act.

D. The Superintendent's work year calendar shall be from July 1 to June 30 of each year of this agreement.

### **3. COMPENSATION AND BENEFITS**

#### **A. Salary**

The Board shall pay the Superintendent an annual salary of \$216,210.00 for the 2024-2025 school year, prorated from August 24, 2024. The Board agrees to increase the Superintendent's salary for each school year thereafter, commencing on July 1, 2025, for the term of this Agreement.

The annual salaries will be as follows:

2025-2026 -- \$222,606.00

2026-2027 -- \$229,194.00

2027-2028 -- \$235,980.00

No salary increase of any kind will take effect on July 1, 2028, unless the parties have agreed to a contract extension, and that extension has been approved by the Executive County

Superintendent. The terms of the extension will govern any increases to take effect on and after July 1, 2028. Any renewal, extension, or modification of this Agreement 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.

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.

B. Vacation

The Superintendent shall be entitled to twenty-three (23) vacation days annually, all of which shall be available to her on July 1 of each year of the contract. The Superintendent shall take vacation time after giving the Board President reasonable notice, and is expected to attend to the business of the District as required.

If the Superintendent does not utilize vacation leave in a given year due to the business demands of the district, she may carry over twenty-three (23) unused vacation days to the next succeeding year, pursuant to N.J.S.A. 18A:30-9.1. If the Superintendent fails to use the accrued vacation leave in the next succeeding year, the entitlement to the accrued vacation leave is forfeited.

Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board and the Superintendent, the leave is used, or the Superintendent is compensated for that leave.

Upon separation from the district, payment for accumulated but unused vacation days shall be made in accordance with N.J.S.A. 18A:30-9, and calculated at 1/260<sup>th</sup> of the Superintendent's base salary. Compensation for accumulated but unused vacation days shall be paid to the Superintendent's estate or beneficiaries in the event of her death.

C. Sick Leave

The Superintendent shall receive thirteen (13) sick days per year, which shall be cumulative from year to year. -Ten (10) non-accumulative additional sick leave days, which may not be carried forward from year to year, shall be allotted to the Employee each school year. All accumulated sick leave days shall be used before non-accumulative sick leave days. Upon retirement and notice to the Board, the Superintendent shall be eligible to receive compensation for accumulated but unused sick leave days pursuant to N.J.S.A. 18A:30-3.5. Unused sick leave days shall be compensated at the rate of 1/260<sup>th</sup> of the Superintendent's base salary at the time of retirement. However, pursuant to N.J.S.A. 18A:30-3.5, in no case shall the Superintendent receive compensation for accumulated but unused sick leave days that exceed Fifteen Thousand Dollars (\$15,000.00).

Compensation for accumulated but unused sick leave shall be payable only at the time of retirement from a state or locally administered retirement system. Any supplemental payout for unused sick leave shall be conditioned upon the Board receiving official documentation that the Superintendent retired. Accumulated but unused sick leave shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

D. Personal Days. The Superintendent shall be entitled to two (2) personal days each school year to attend to personal business during the school day, with full pay. Personal days may be taken during the school year with prior notice to the Board President. The Superintendent will

provide as much advance notice as possible of her need to take personal time. Personal days accumulate from year to year, but no more than three (3) personal days may be taken in one school year. Any unused personal days can be converted into sick days and added to any accumulated sick days, so long as the total number of sick days carried do not exceed 15 in any given year. Any donation of a personal leave day to the catastrophic illness bank will be considered a “used” day.

E. Family Illness. The Superintendent shall be entitled to two (2) family illness days per school year.

F. Holidays. The Superintendent shall be entitled to all holidays granted to District employees who have contracts for a twelve-month work year.

G. Bereavement. The Superintendent shall receive bereavement leave for a death in her immediate family of up to five (5) work days, and one work day for all other relationships. Immediate family shall consist of spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, and any member of the immediate household.

H. Medical, Prescription, and Dental Benefits. The Board shall provide the Superintendent with medical, prescription, and dental benefits coverage through the School Health Insurance Fund (“SHIF”).

1. Health Insurance Coverage Waiver. The Superintendent may waive coverage under the medical/prescription plan and/or the dental plan in return for a taxable payment as follows:

Medical/Prescription Waiver  
\$5,000 (five thousand dollars) Family  
\$4,000 (four thousand dollars) Two Adult  
\$3,000 (three thousand dollars) Parent/Children  
\$2,000 (two thousand dollars) Single

Dental Waiver  
\$300 (three hundred dollars) Family

\$200 (two hundred dollars) Two Adult  
\$200 (two hundred dollars) Parent/Children  
\$100 (one hundred dollars) Single.

2. Health Insurance Contributions. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premium.

3. The Superintendent may participate in an optional IRS 125 Flexible Spending Account (“FSA”). The FSA will follow a calendar year and will provide the Employee with the opportunity to set aside up to \$3,050 annually for medical expenses and up to \$5,000 annually for dependent care reimbursement. Monies deposited into an employee individual FSA account that are not expended by the end of the benefits year will revert back to the Board and cannot be rolled over into the next benefit year. The Board will pay the cost of administering and operating the FSA. Should federal limits change, these limits may change accordingly.

I. Mileage Reimbursement and Other Expenses. The Superintendent will be reimbursed for actual business miles at the allowable mileage reimbursement rate, which is established pursuant to applicable law, regulation, and the New Jersey Office of Management and Budget circulars. The District will also reimburse the Superintendent, upon proof of payment, for reasonable job expenses as permitted under State laws, including for a wireless communication service plan up to \$100 per month.

J. Annuity. The Superintendent shall be eligible to establish and maintain an individual annuity account in accordance with that benefit. The Superintendent will determine how the contributions will be invested.

K. Tuition Reimbursement. The Superintendent may be reimbursed for any graduate level coursework that is part of a graduate degree program that will culminate in the acquisition of

a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:3. The Board will provide reimbursement for a maximum of twelve (12) graduate credits within one (1) school year from July 1 of one year to June 30th of the following calendar year. The reimbursement rates shall be the per credit rate of the Rutgers University Graduate School of Education.

#### **4. ANNUAL EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year, on or before June 30<sup>th</sup> or by a date within thirty (30) days of the Superintendent's completion and submission of her report to the Board on her goals and objectives for the current school year, whichever occurs first (but no later than June 30<sup>th</sup>). At that same time, the Superintendent shall evaluate the Board in its policy-making role in the District. It shall be the Board's responsibility to ensure the completion of the annual evaluation of the Superintendent in accordance with Board Policy 1240 and N.J.A.C. 6A:10-8.1.

The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent, and such other criteria as the State Board of Education shall prescribe by regulation. The evaluation format shall be developed and approved jointly by the Board and Superintendent within sixty (60) days of the execution of this Agreement. On or before July 1<sup>st</sup> of each year of this Agreement, the parties shall meet to review the evaluation format and to additionally determine the format in the subsequent year.

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 Superintendent's personnel file upon the Superintendent's request.

## **5. MEMBERSHIP FEES**

The board shall pay the Superintendent's membership fees to the New Jersey Association of School Administrators, the County Association of School Administrators, AASA- the School Superintendents Association, and the local Rotary Organization. Other memberships, as approved by the Board, may also be paid, at an amount not to exceed \$6,000.00.

## **6. PROFESSIONAL DEVELOPMENT**

A. The Superintendent shall represent the Board at appropriate professional conferences (*i.e.* NJASA Fall Conference, NJASA Spring Conference, NJASA Techspo and other state or national conferences that the Board and the Superintendent agree that would be beneficial to the Superintendent's work in the district, and for which the Board provides prior, written approval). All costs of attendance, including travel expenses, mileage calculated at the then-current New Jersey State mileage reimbursement rate, food, lodging, and registration fees shall be previously approved and paid by the Board in accordance with all applicable State laws and administrative regulations, as well as any Board policy and/or regulations governing same.

## **7. PROFESSIONAL LIABILITY**

The Board agrees to cover the Superintendent under the District's general and school board liability insurance policies.

## **8. TENURE AND SENIORITY**

The parties agree that throughout the term of this contract, the Superintendent shall retain all tenure rights, and continue to accrue time toward the acquisition of tenure in all prior positions held in the district. The Superintendent shall continue to accrue time toward seniority in all positions in which she has accrued tenure throughout the term of this contract. In the event the parties terminate this contract, or if the Superintendent's contract is not renewed, she shall be permitted to assert "bumping" rights to any position to which she holds superior tenure and seniority rights in the district.

## **9. TERMINATION OF EMPLOYMENT CONTRACT**

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

1. Failure to possess/obtain proper certification on or before July 1, 2025;
2. Revocation of the Superintendent's administrator certification and/or school administrator endorsement, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
3. Forfeiture under N.J.S.A. 2C:51-2;
4. Mutual agreement of the parties; or
5. Misrepresentation of employment history, educational and professional credentials, and criminal background.

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 or N.J.S.A. 18A:6-7.1, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspensions 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 this Employment Contract 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. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

F. In the event the parties, in accordance with N.J.A.C. 6A:23A-3.2, mutually agree to terminate this Contract prior to its expiration date and the Board determines to relieve the Superintendent from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract, not to exceed twelve (12) months, or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract.

The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

#### **10. RENEWAL – NON RENEWAL**

This Employment Contract shall automatically renew for a term of three calendar years and ten months, expiring April 30, 2032, unless either of the following occurs:

A. The Board, by contract, reappoints the Superintendent for a different term allowable by law;

B. The Board notifies the Superintendent in writing, prior to February 1, 2028, 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; or

C. In accordance with such laws and regulations that would require nullification of this Contract.

#### **11. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties hereto and cannot be amended, in whole or in part, except by written agreement of the undersigned parties. Any amendment to the Agreement shall be submitted to the Executive County Superintendent for review and approval.

#### **12. CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Agreement and provisions of the Board's policies or permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies and such permissive law during the term of this Agreement.

### **13. SAVINGS CLAUSE**

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal pursuant to Federal or State law, the remainder of the Agreement is not affected by such a ruling and shall remain in full force and effect.

### **14. 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 s/he 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 THEREOF, the District has caused this Agreement to be approved in its behalf by a duly authorized officer, and the Superintendent has approved this Agreement effective on the day and year specified in the agreement.

**SUPERINTENDENT**

**HUNTERDON CENTRAL  
REGIONAL HIGH SCHOOL BOARD  
OF EDUCATION**

\_\_\_\_\_  
Jessica Cangelosi-Hade

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\_\_\_\_\_, President

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Witness

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Witness

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Dated:

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