

**EMPLOYMENT CONTRACT**  
**SUPERINTENDENT**  
**DR. KRISTINA NICOSIA**

This employment contract ("this Contract") is made this 1<sup>st</sup> day of July 2022, by and between the **HIGHLAND PARK BOARD OF EDUCATION** (hereinafter "the Board" or "District"), with offices located at 435 Mansfield St, Highland Park, NJ 08904, and **Dr. Kristina Nicosia** (hereinafter, also referred to as "Superintendent"), whose current home address is on file with the Board.

***WITNESSETH***

**WHEREAS**, the Board seeks to fill a vacancy in the position of Superintendent of Schools; and

**WHEREAS**, Dr. Kristina Nicosia is currently serving as Acting Superintendent, and also has attained tenure in the District as Director of Curriculum and Instruction, and is fully familiar with the operations and needs of the District; and

**WHEREAS**, in order to facilitate continuity and stability, the Board desires to employ Dr. Nicosia as Superintendent of Schools, and Dr. Nicosia is willing to accept said employment; and

**WHEREAS**, Board desires to provide the Superintendent with a written employment contract, pursuant to *N.J.S.A. 18A:17-15*; and

**WHEREAS**, the Board and the Acting Superintendent believe that the within employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their respective

governance and administrative roles in the operation of the schools and educational program of the District.

**NOW, THEREFORE,** in consideration of the following mutual promises and obligations, the parties agree as follows:

**ARTICLE I**  
**EMPLOYMENT**

- A. Subject to the terms and conditions set forth herein, Dr. Nicosia hereby accepts employment as Superintendent.
- B. Dr. Nicosia's service under this Contract shall not be deemed to constitute a break in her employment with the Board, and her tenure rights shall be preserved in the event of nonrenewal of this Contract.

**ARTICLE II**  
**TERM**

The term of this Contract shall be for the period beginning July 1, 2022 through June 30, 2027, unless terminated earlier in accordance with the provisions set forth herein.

**ARTICLE III**  
**CERTIFICATION**

The parties acknowledge that the Superintendent possesses a certificate of eligibility (which shall be available in the personnel office), and has applied for and is in the process of obtaining, but does not currently possess, a provisional administrative certificate and school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order for him/her to serve as Superintendent. The Superintendent agrees to use her best efforts to obtain it as soon as possible and to keep the Board President informed of the status of the

application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Superintendent to obtain a provisional certificate as a school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations. The parties expect the Superintendent to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement of the next school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

In the event that the required certification is not obtained, this Contract shall be null and void. If, at any time during the term of this Contract, the foregoing certification is revoked, this Contract shall be null and void as of the date of the revocation.

#### **ARTICLE IV** **DUTIES**

In consideration of the employment established hereby, the Superintendent agrees to faithfully and competently perform the duties of the Superintendent of Schools in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, the existing job description ( a copy of the job description is annexed hereto and incorporated herein as Exhibit A) and Board policies, and those which may adopted by the Board in the future. . and all such other times as are needed to fulfill her duties and obligations as Superintendent, including but not necessarily limited to attendance at all meetings of the Board, Board committees and, school and community events and functions as the Board shall require. The

Superintendent also make herself available in the event of any emergency or exigent circumstances, to the extent that it is possible to do so under the circumstances.

A. 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 notice to the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when s/he 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 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. 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.

B. To assume the responsibilities for the selection, recommendation of appointment, 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*.

C. 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.

D. 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.

E. 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.

F. 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. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the board in executive session and bring an attorney to represent her.

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

H. 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 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.

I. 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 shall be reflected in an addendum to this Employment Agreement, subject to approval of said addendum by the Executive County Superintendent.

## **ARTICLE V**

### **COMPENSATION & BENEFITS**

A. Base Salary. The Board shall pay the Superintendent the following annual base salary, annually, prorated for the number of days of employment:

- 2022-2023: \$175,000 (One hundred and seventy-five thousand dollars);
- 2023-2024: \$181,000 (One hundred eighty-one thousand dollars);
- 2024-2025: \$187,000 (One hundred eighty-seven thousand dollars);
- 2025-2026 \$194,000 (One hundred ninety-four thousand dollars);
- 2026-2027 \$201,000 (Two hundred one thousand dollars),

Payment shall be made in equal installments on a semi-monthly basis, in accordance with the schedule of payments in effect for other twelve-month certified employees. All customary payroll taxes and deductions shall be withheld.

Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2027 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Middlesex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2027. 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.* 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. Sick leave. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, the Superintendent shall be paid for all unused accumulated sick days at the rate of 1/260 her then current salary up to a maximum of \$15,000.00. Any payment due under this section shall be made to the Superintendent within 30 days of the termination of her employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement. The parties acknowledge that as of February 1, 2022, Dr. Nicosia has 77 accumulated sick days which she will retain. Unused sick days shall accumulate and carry over into each successive contract year.

C. Vacation Days. The Superintendent shall be provided with 25 paid vacation days annually, prorated for every month of employment completed under this Contract. All vacation days shall be available to the Superintendent on July 1<sup>st</sup> of each year of this Employment Contract. The parties acknowledge that as of February 1, 2022, Dr. Nicosia has 25 accumulated vacation days. Vacation days shall be taken upon prior notification to the Board President.

In consideration of her inability to utilize vacation time while serving as Acting Superintendent during the health emergency, the Superintendent shall be permitted to carry over up to fifteen unused vacation days into the 2022 – 2023 contract year. These days shall be used during the 2022 -2023 contract year or lost. In all subsequent contract years, the Superintendent shall be permitted to carry over no more than five unused vacation days for use in the following year without approval of the Board President. Days not utilized in the subsequent year will be lost. All weekly calendar days, with the exception of specified holidays and days when the entire district is closed, are workdays for administrators so it is strongly preferred that vacation days be taken when students are not in session such as the winter, spring, and the summer recess periods of time.

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 service, the Superintendent shall be paid for a maximum of thirty (30) unused accumulated vacation days at the rate of 1/260 of her then current salary. Payment for unused accumulated sick days shall be made within thirty days of the Superintendent's date of separation. Unused accumulated vacation days shall be payable to the Superintendent's estate.

D. Personal Days. The Superintendent shall receive three (3) paid personal days annually to be used for matters that cannot be attended to during non-working hours. Prior notice shall be provided to the Board President at least five days in advance, except in emergent or unforeseeable circumstances. Unused personal days shall convert to sick days, provided that the Superintendent shall not be permitted to accumulate more the 15 sick days in a contract year.

E. Holidays. The Superintendent shall be entitled to the holidays available to other 12-month, unaffiliated, central office administrators in the District. These shall include days on which the Central Office is closed, excluding school recess periods.

F. Health Benefits.

1. Coverage and Contribution. The Superintendent is eligible to continue to receive Board paid health insurance, dental and vision coverage for herself and eligible family members, consistent with the coverage presently afforded to her as Director of Curriculum/Acting Superintendent and shall continue to pay her share of premium contributions at her present rate.

2. Change of Carriers. The parties agree that the Board reserves the right, unilaterally and without further negotiation, to change carriers, so long as

the new plan contains at least one coverage option that is at least equivalent to the coverage currently provided by the Board. Any adjustments to the responsibility of payment of medical insurance premium made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

3. Waiver. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union, or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

G. Professional Membership: The Board encourages the continuing professional growth of the Superintendent through participation, subject to Board review and approval, in the following:

1. County and State Department of Education meetings, workshops, and information sessions;
2. The operations, programs, and other activities conducted or sponsored by local, state and national administrators and/or school board associations;
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;
4. Visits to other institutions; and

5. Other activities promoting professional growth of the Superintendent.  
Subject to Board approval, the Board may permit a reasonable amount of release time to attend seminars and meetings and shall pay all necessary travel, registration and sustenance expenses. Reimbursement or payment for such expenses shall be made in accordance with *N.J.S.A. 18A:11-12*, *N.J.A.C. 6A:23A-7.1*, *et seq.*, and Board policy.
6. Assuming that the following have not already been completed by the Superintendent, the Board shall reimburse the Superintendent for the direct costs associated with the mentorship program required, pursuant to *N.J.A.C. 6A:9B-12.4*, and the costs for her participation in the New Jersey Leadership Institute/New Superintendent's Academy for up to one year.
7. The Board will reimburse the Superintendent for up to a total of \$2000 (Two thousand dollars) for satisfactory completion of two courses approved by the Board to be taken at a duly accredited college or university in Accounting and Economics, in order to assist the Superintendent in refinement of skills needed to help manage the business operations of the District, in concert with the Business Administrator.
8. 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 Middlesex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. 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 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/NJASA/NJASBO Workshop and Convention, NJASA ,TECHSPO, and the NJASA annual Spring Leadership Conference. 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

H. Use of Private Vehicle. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business, exclusive of commuting, as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Payment for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. All travel and associated expenses shall be reimbursed only in accordance with Board policy, state law, state regulations and applicable OMB Circulars.

I. Equipment.

1. The Board shall provide reimburse the Superintendent in the sum of \$100.00 per month for use of her personal cell/smart phone.

2. The Board shall provide for the use of the Superintendent a laptop computer, notebook or tablet for use in performing her duties. The equipment shall remain the property of the Board. All utilization shall be consistent with Board Policy concerning network and computer usage.

J. Professional Liability: The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, audits, actions, and legal proceedings brought against her in her individual capacity as an agent and employee of the District, subject to *N.J.S.A. 18A:16-6* and *16-6.1*.

#### **ARTICLE VI** **EVALUATION**

The Superintendent shall be subject to an annual performance review by the Board which shall represent a majority of the full membership of the Board. The review shall be memorialized in writing and shall be completed by June 30 of each school year during the term of this Agreement. 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 30th of each year of this Agreement, 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 Board shall meet with the Superintendent at six-month

intervals to discuss performance and any concerns or issues the parties may have and, if necessary, develop a plan to address them.

Within 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. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 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.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. 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 VII**

### **TERMINATION/REAPPOINTMENT/NONRENEWAL 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/maintain in good standing the required certification;

2. Revocation of the required certificate, 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. Violation of the New Jersey First Act;
5. Mutual agreement of the parties;
6. Material misrepresentation of employment history, educational and professional credentials in accordance with *N.J.S.A. 18A:17-15 et seq.* ;
7. Commission of any legally disqualifying offense or crime, and
8. Contractual notice of termination by the Superintendent, upon at least ninety (90) calendar days written notice to the Board;
9. At the conclusion of the term of this Contract, the Superintendent shall be deemed to be reappointed for another term of the same duration unless either:
  - (a) -the Board by contract reappoints her 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 to be for the new term unless a different term is again specified; or
  - (b)- the Board notifies the Superintendent in writing that she will not be reappointed, at least 150 (one hundred fifty) days prior to the expiration of this Contract.
  - (c) Pursuant to *N.J.S.A. 18A:17-20.4*, the Superintendent retains all tenure rights accrued in any position which she previously held in the District. The

Superintendent shall also continue to accrue seniority in all positions in which s/he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

- B. In the event that 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.

#### **ARTICLE VIII** **SAVINGS 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 this Contract that is not affected by such a ruling and shall remain in full force.

#### **ARTICLE IX** **GOVERNING LAW**

This Contract and all provisions hereof shall be governed by and construed under the laws of the State of New Jersey.

#### **ARTICLE X** **CONSTRUCTION**

For the purposes of resolving any ambiguities in this Contract, this Contract shall be deemed to have been mutually drafted and all terms shall be afforded their fair meaning.

## **ARTICLE XI**

### **NOTICES**

All notices under this Contract shall be in writing and shall be effective upon receipt. Notices sent by U.S. Postal Service Regular Mail shall be presumed to have been received after three days of mailing. Electronic transmissions by email and/or facsimile shall be deemed to have been received upon written acknowledgement or confirmation of successful transmission. Notices shall be sent, as follows:

#### **A. To the Board**

c/o Linda Hoefele  
Business Administrator/Board Secretary  
Highland Park School District  
435 Mansfield St  
Highland Park, NJ 08904  
Email: lhoefele@hpschools.net

Dr. Kristina Nicosia  
Home Address on File with Board  
Email: knicosia@hpschools.net

## **ARTICLE XII**

### **RELEASE OF PERSONNEL INFORMATION**

### **PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany him/her during such review. At least once every year, the Superintendent shall have the right to indicate those

documents and/or other materials in his/her file that she/he 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 his/her personnel file unless s/he has had an opportunity to review the material. The Superintendent shall acknowledge that s/he 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.

### **ARTICLE XIII** **RIGHT TO CONSULT AN ATTORNEY**

The Superintendent acknowledges that she has been advised of her right to consult independent legal counsel and that the Board Attorney does not represent her in conjunction with this Contract.

### **ARTICLE XIV** **REQUIRED APPROVALS**

This Contract is subject approval by the Executive County Superintendent and the Board of Education.

### **ARTICLE XV** **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes and integrates any and all prior representations, negotiations, discussions, understandings and agreements, whether

oral or written. This Contract shall not be amended, changed or modified except in a writing signed by all parties. Each party acknowledges that the other party, nor any agent or attorney of the other party, have made any promise, representation or warranty whatsoever, express or implied, not contained in this Contract to induce it to execute this Contract.

**IN WITNESS WHEREOF**, the undersigned have signed this Contract effective on the day and year first above written.

**FOR THE HIGHLAND PARK BOARD OF EDUCATION:**

By: Marilyn Pruce  
Marilyn Pruce, Board President

ATTEST:  
Linda Hoefele  
Linda Hoefele, Bus. Adm./Secretary

Date: 2/7/22

**SUPERINTENDENT:**

Kristina Nicosia  
Dr. Kristina Nicosia

Date: 2/7/22

