

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
SOMERSET COUNTY OFFICE
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CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

KIMBERLEY HARRINGTON
ACTING COMMISSIONER

ROGER A. JINKS
INTERIM EXECUTIVE COUNTY
SUPERINTENDENT

October 23, 2017

Mr. Richard Cavalli, President
Montgomery Township School District
1014 Route 601
Skillman, NJ 08558

Dear Mr. Cavalli:

I have received the proposed addendum to the employment contract for Ms. Nancy Gartenberg, Superintendent, Montgomery School District, in accordance with N.J.A.C. 6A:23A-3.1. I have determined that the provisions of the addendum to this contract are in compliance with the regulations. Therefore, I approve the contract effective July 21, 2015 through June 30, 2020.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

If during the term of this employment contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of this employment contract, not affected by such a ruling, shall remain in force.

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Please submit a signed copy of the contract to my office.

Thank you,

Roger A. Jinks
Interim Executive County Superintendent

Cc: Ms. Nancy Gartenberg, Superintendent of Schools ✓
Attachment

ADDENDUM TO THE EMPLOYMENT AGREEMENT
BETWEEN THE
MONTGOMERY TOWNSHIP BOARD OF EDUCATION
AND
NANCY GARTENBERG

WHEREAS, the Montgomery Board of Education (hereinafter referred to as the "Board") and Nancy Gartenberg (hereinafter referred to as the "Superintendent") are parties to an Employment Agreement for the period beginning July 21, 2015 and ending June 30, 2020 (hereinafter referred to as the "Employment Agreement"); and

WHEREAS, in accordance with the provisions of N.J.A.C. 6A:23A (hereinafter referred to as the "Accountability Regulations") in effect at the time the Employment Agreement was executed by the parties, namely the definition of Maximum Salary Amount set forth in N.J.A.C. 6A:23A-1.2, Article 2 to the Employment Agreement provides the Superintendent with an annual prorated salary of One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500) for the period beginning on July 21, 2015 and ending June 30, 2020; and

WHEREAS, Article 2.b. of the Employment Agreement provides that in the event the salary cap regulations are amended, the Board may negotiate a salary increase that shall be reflected in an Addendum to the Employment Agreement; and

WHEREAS, the Accountability Regulations were recently modified to increase the maximum salary amount; and

WHEREAS, the parties are desirous of revising the Employment Agreement to increase the Superintendent's maximum salary amount in accordance with the Accountability Regulations revisions; and

WHEREAS, this Addendum has been approved by the Executive County Superintendent in accordance with the standards adopted by the Commissioner of Education pursuant to N.J.S.A. 18A:7-8(j).

WHEREAS, the Board has provided notice to the public at least thirty (30) days prior to its scheduled action and has held a public hearing in accordance with the requirements of N.J.S.A. 18A:11-11.

NOW, THEREFORE, based on the foregoing premises and mutual promises and covenants contained herein:

1. Article 2.a. shall be amended as follows:

a. During the period retroactive to July 1, 2017 and ending June 30, 2018, the Board shall pay as compensation to the Superintendent a prorated salary at the annual rate of One Hundred Eighty Two Thousand One Hundred Seventy Four Dollars (\$182,174) and additional Five Thousand Dollars (\$5,000) for the High School Salary Increment for a total salary of One Hundred Eighty Seven Thousand One Hundred Seventy Four Dollars (\$187,174) (hereinafter referred to as "Base Salary"). In addition, beginning with the 2018-

2019 school year, the Superintendent's Base Salary shall be increased by two percent (2%) inclusive of the High School Salary Increment in each year of the Employment Agreement based upon three criteria to be jointly developed on or before September 1st and equally weighted to include demonstrated professional development over the course of the school year and reflected in the Superintendent's annual evaluation, success in execution of the strategic plan and the overall performance of the Superintendent's cabinet, principals and supervisors (hereinafter referred to as the "Evaluation Criteria").

- b. During the period beginning July 1, 2018 and ending June 30, 2019, the Board shall pay as compensation to the Superintendent an annual prorated salary of One Hundred Ninety Thousand Nine Hundred Seventeen Dollars (\$190,917), which represents a two percent (2%) increase on the Base Salary based on its determination that the Superintendent achieved the Evaluation Criteria.
- c. During the period beginning July 1, 2019 and ending June 30, 2020, the Board shall pay as compensation to the Superintendent an annual prorated salary of One Hundred Ninety Four Thousand Seven Hundred

Thirty Six Dollars (\$194,736), which represents a two percent (2%) increase on the Base Salary based on its determination that the Superintendent achieved the Evaluation Criteria.

2. All other terms and conditions contained in the Employment Agreement and not specifically addressed in this Addendum, including the Superintendent's entitlement to Merit Bonuses under Article 2.c. shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Addendum to be approved on its behalf by a duly authorized officer and the Superintendent has approved this Addendum on the date and year specified below.

WITNESS:

MONTGOMERY TOWNSHIP BOARD OF
EDUCATION

ANNETTE M. WELLS
Board Secretary/School
Business Administrator

BY: _____
RICHARD T. CAVALLI
Board President

DATED: _____

DATED: _____

WITNESS:

ANNETTE M. WELLS
Board Secretary/School
Business Administrator

NANCY GARTENBERG
Superintendent of Schools

DATED: _____

DATED: _____

EMPLOYMENT AGREEMENT
BETWEEN THE
MONTGOMERY TOWNSHIP BOARD OF EDUCATION
AND
NANCY GARTENBERG

THIS EMPLOYMENT AGREEMENT is made and entered into this 21 day of July, 2015, by and between the Montgomery Township Board of Education, with offices located at 1014 Route 601, Skillman, NJ 08558 (hereinafter referred to as the "Board"), and Nancy Gartenberg (hereinafter referred to as the "Superintendent").

W I T N E S S E T H :

WHEREAS, the Board desires to employ Nancy Gartenberg as the Superintendent of Schools for the Montgomery Township Board of Education (hereinafter referred to as "District"); and

WHEREAS, the Superintendent desires to accept employment as the Superintendent of Schools for the District; and

WHEREAS, the Board desires to provide the Superintendent with a written employment agreement to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall education program; and

WHEREAS, the Superintendent desires to enter into an employment agreement which enables the parties to accomplish the foregoing goals; and

WHEREAS, the Executive County Superintendent has reviewed and approved, according to standards adopted by the Commissioner of

Education, this Employment Agreement pursuant to N.J.S.A. 18A:7-8(j).

NOW, THEREFORE, based on the foregoing premises and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM

The Board hereby employs, and the Superintendent hereby accepts, employment as the Superintendent of Schools for the period beginning on July 21, 2015 and ending June 30, 2020, for a term of five (5) years, all in accordance with the terms and conditions contained herein.

2. COMPENSATION

During the term of this Employment Agreement, the Superintendent shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Employment Agreement shall be in the form of an amendment and shall become part of this Employment Agreement, but it shall not be deemed that the Board and the Superintendent have entered into a new agreement. The amended Agreement will be subject to the review and approval of the Executive County Superintendent.

a. In each year of this Employment Agreement, the Board shall pay the Superintendent an annual prorated salary of One Hundred Sixty-Seven Thousand Five Hundred Dollars (\$167,500) (hereinafter referred to as the "Base Salary").

b. In the event the salary cap regulations expire or are amended, the Board may negotiate a salary increase;

any such salary increase shall be reflected in an addendum to this Employment Agreement and shall be subject to the approval of the Executive County Superintendent.

c. Merit Bonuses

The Superintendent may receive a non-pensionable merit bonus in addition to her annual base salary. The merit bonus will be based upon her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent may receive a merit bonus in amount of 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The merit bonus shall be paid to the Superintendent within thirty (30) days of the Executive County Superintendent's approval. The Superintendent's salary shall be paid in installments of one-twenty fourth (1/24th) of the annual salary

in accordance with the schedule of salary payments in effect for other certificated employees. The Board's obligation to pay the Superintendent an earned merit bonus as determined by the Executive County Superintendent shall survive the termination of this Employment Agreement.

d. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2020 (the final day of this Employment Agreement) unless the parties have agreed to an extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2020. Any renewal, extension, or modification of this Employment 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.

e. No Reduction in Salary/Compensation. During the term of this Employment Agreement, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

f. The salary shall be paid in installments in accordance with the schedule of payments in effect for other certificated employees.

g. A day's pay shall be defined as 1/260th of the Superintendent's annual salary.

3. PROFESSIONAL CERTIFICATION

The Superintendent shall at all times hold a valid New Jersey School Administrator's certificate to act as a Chief

School Administrator in the State of New Jersey. In the event the Superintendent's certification is revoked, this Employment Agreement shall be null and void as of the date of such revocation.

4. DUTIES

The Superintendent agrees to perform faithfully, to the best of the Superintendent's ability, the duties of Superintendent of Schools assigned by the Board and prescribed by Federal and State law, the regulations of the State Board of Education and other state agencies, and the bylaws, policies and regulations of the District. The Superintendent shall not engage in any outside employment without the prior approval of the Board.

5. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year prior to June 30th, and in accordance with the statutes, rules, regulations and Board Policy relating to the Superintendent's evaluation. Each evaluation shall be based upon the criteria adopted by the Board, the goals and objectives of the District, the responsibilities of the Superintendent and such other criteria as the New Jersey State Department of Education and/or Board of Education shall prescribe. The evaluation format shall be developed and approved jointly by the Board and the Superintendent on or before September 1st of each year of this Employment Agreement. The evaluation format shall be reviewed and jointly approved each year.

On or before June 30th of each year of the Employment Agreement, the Board and Superintendent shall meet in

closed executive session for the purpose of evaluation of the performance of the Superintendent. The Board shall, prior to said meeting, supply the Superintendent with a copy of its written evaluation of her and shall provide direction as to the area(s) of performance in need of improvement. 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 and this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request.

6. ABSENCES

a. Vacations

The Superintendent shall be entitled to twenty-five (25) days of paid vacation annually, all of which shall be available for use on July 1st of each year but earned at the rate of 2.08 days per month. The Schedule of vacation days shall be approved by the Board.

The Board encourages the Superintendent to take her allotted vacation days. However, in the event that the Superintendent does not take vacation that accrues in a given year because of business demands or the Superintendent's work load, she may be permitted to carry over a maximum of twenty-five (25) days to the succeeding school year. All days carried over

must be used in the next year or those days not taken will be forfeited. Upon separation from employment, all unused but accumulated vacation days shall be paid to the Superintendent on a pro-rated basis of 2.08 days accrued per month.

b. Holidays

The Superintendent shall be entitled to the following holidays with pay when schools are closed:

Independence Day
Labor Day
Rosh Hashanah (if schools are closed for staff and students)
Yom Kippur (if schools are closed for staff and students)
Columbus Day (if schools are closed for staff and students)
Thanksgiving Day and the day after
Christmas Eve, Christmas Day and the day after Christmas Day
New Year's Eve Day and New Year's Day;
Martin Luther King Day (if schools are closed for staff and students)
Presidents' Holiday (if schools are closed for staff and students)
Good Friday and Easter Monday (if schools are closed for staff and students)
Memorial Day

c. Sick Days

The Superintendent shall be allowed twelve (12) sick days annually. Any unused portion of the Superintendent's annual sick leave shall accumulate from year to year without limit. The Superintendent has a bank of forty-five (45) sick days to be used in case of illness. These banked days shall not be eligible for compensation upon retirement. Upon retirement, the Superintendent shall be paid for all unused accumulated sick days earned in the District up to a maximum of \$15,000.

d. Personal Days

The Superintendent shall be entitled to five (5) paid absences annually in the event of serious injury or serious illnesses of a family member, and for personal business, and serious household or family matters which require absence during business hours, as approved by the Board. Personal days shall not be accumulative and if they are not used in any year they shall be forfeited.

e. Bereavement Leave

The Superintendent shall be entitled to five (5) bereavement days in the event of the death of an immediate family member.

7. INSURANCE

The Board shall provide the Superintendent and her eligible dependents with medical, dental, prescription and hospitalization insurance consistent with other employees in the District. The Superintendent shall pay the contribution required as a specified percentage of the costs of coverage for health care benefits for her salary range, but not less than 1.5% of her base salary, as required by N.J.S.A. 18A:16-17 and 17.1, as may be amended during the term of this Employment Agreement, which shall be deducted from her salary and paid, in equal installments, in accordance with the payroll schedule for other professional staff.

The Superintendent may waive health insurance coverage. In the event the Superintendent waives coverage, the Board shall pay her the lesser of \$5,000 or twenty-five (25%) percent of the premium saved by the Board as a result of the waiver. The payment may be

pro-rated in accordance with the timing of the waiver. The Superintendent shall be permitted to re-enroll in the health insurance plan if there is a change in family status such as a death or divorce or for any other reason. If the Superintendent opts to waive full family dental coverage, she shall be paid Four Hundred Dollars (\$400), less all applicable taxes at the source of wages.

8. DISABILITY INSURANCE

The Board shall reimburse the Superintendent for the cost of a disability income-protection policy for the Superintendent in the event she becomes disabled up to a limit of \$2,800 annually.

9. JOB RELATED EXPENSES

a. Reimbursement

The Superintendent shall be reimbursed for actual mileage when using a personal vehicle for Board business; reimbursement shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any other subsequent circular letters which may be issued by the State Office of Management and Budget.

b. Professional Growth of Superintendent

The Board encourages the continuing professional growth of the Superintendent through participation, as the Superintendent might decide in light of her responsibilities as Superintendent, in the following:

(1) The operations, programs, and other activities conducted or sponsored by local, state and national professional educational associations.

(2) Seminars and courses offered by public or private educational institutions.

(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.

(5) Other activities promoting the professional growth of the Superintendent; and

(6) Reimbursement or payment for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any other subsequent circular letters which may be issued by the State Office of Management and Budget.

The Board shall permit the Superintendent to attend two (2) national conferences with prior Board approval.

The Board agrees to pay for all state mandates continuing education required of superintendents from time to time during the term of this Employment Agreement.

In its encouragement the Board shall permit, with prior approval, a reasonable amount of release time for the Superintendent, as the Superintendent deems appropriate, to attend to such matters, as outlined above, and shall pay all necessary

and reasonable travel, registration and sustenance expenses in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any other subsequent circular letters which may be issued by the State Office of Management and Budget.

10. TUITION REIMBURSEMENT

If the Superintendent pursues graduate study, she shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses under the following conditions:

a. Application must be made in writing to the Board in advance of enrollment for each course and such course must be approved for reimbursement by the Board prior to such enrollment. The decision of the Board shall be final.

b. Reimbursement is limited to courses for which a passing grade has been earned, as determined by an official transcript.

c. The Superintendent is entitled to six (6) credit hours per school year. She may take up to an additional six (6) credit hours with the understanding that she will remain in District for six (6) months for credit hours 7-9; for twelve (12) months for credit hours 10-12. If the Superintendent leaves prior to meeting her commitment, she shall reimburse the Board for those credits beyond those to which she is entitled.

d. All courses must be taken at an accredited college or university, as recognized by the New Jersey State Department of Education.

e. In order to receive reimbursement, the Superintendent must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript and claim form.

f. The reimbursement rate for courses taken at other New Jersey State Colleges/Universities is established at the average of the highest and lowest New Jersey College/University graduate course rate at the time the application for reimbursement is submitted.

g. Tuition charges for courses taken at New Jersey State Colleges/Universities will be reimbursed at the actual tuition rate.

h. Payment for courses will be made within ten (10) days after the Board's regular business meeting where documentation is reviewed, provided documentation is received by the Board no less than fifteen (15) working days prior to the regular business meeting. The above reference to fifteen (15) working days means working days for the Administrative Offices.

i. The coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education.

The provisions of this section shall only be implemented to the extent permitted by N.J.S.A. 18A:6-8.5 or any other statutory provision or administrative regulations.

11. PROFESSIONAL DEVELOPMENT

The Board shall pay the Superintendent's membership fees and/or charges to the American Association of School Administrators (AASA), the New Jersey Association of School Administrators (NJASA), the Somerset County Superintendents' Association, the Association of Supervision and Curriculum Development (ASCD), the Rutgers Study Council, New Jersey Network of Superintendents and the Montgomery Township Rotary Club.

12. CELL PHONE

The Superintendent shall be reimbursed for cell phone usage relating to District business to a maximum of Nine Hundred Sixteen Dollars (\$916) for the 2015-2016 school year, Nine Hundred Thirty Four Dollars (\$934) for the 2016-2017 school year, Nine Hundred Fifty Three Dollars (\$953) for the 2017-2018 school year, Nine Hundred Seventy Two Dollars (\$972) for the 2018-2019 school year and Nine Hundred Ninety Two Dollars (\$992) for the 2019-2020 school year. This payment shall be subject to all applicable taxes and deductions at the source of wages.

13. RENEWAL OF EMPLOYMENT AGREEMENT

The Board shall notify the Superintendent, by written notification prior to June 30, 2019, whether this Employment Agreement shall be renewed, pursuant to N.J.S.A. 18A:17-20.1. The Superintendent shall notify the Board of Education, prior to March 31, 2019, of its responsibility described herein; provided, however, that the Superintendent's failure to provide such notice shall not relieve the Board of its responsibilities under N.J.S.A. 18A:17-20.1. In all other

respects, the renewal of this Employment Agreement shall be subject to the provisions of Title 18A and applicable State Board of Education regulations.

14. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated by:

- a. Mutual Agreement of the parties;
- b. Unilateral Termination by the Superintendent not less than ninety (90) days after written notice has been received by the Board of her intent to terminate the Employment Agreement; or
- c. As otherwise provided by statute.

15. COMPLETE AGREEMENT

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned.

16. CONFLICTS

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

17. MODIFICATION

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and subject to the Executive County Superintendent's approval.

18. SAVINGS CLAUSE

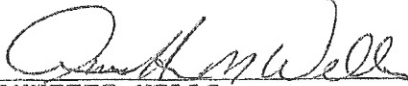
If during the term of this Employment Agreement it is found that a specific clause of the agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect.

19. REPRESENTATIONS

The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement and agree to be bound by all of its terms. The Superintendent has been afforded the opportunity to obtain the advice of an attorney of the Superintendent's own choice prior to executing this Employment Agreement.


IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be duly executed by the Board President and the Superintendent on the date written above.

WITNESS:


ANNETTE WELLS
School Business Administrator/
Board Secretary

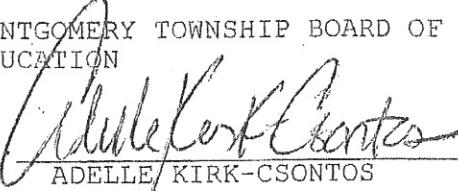
DATED: 8/18/15

WITNESS:



ANNETTE WELLS
School Business Administrator/
Board Secretary

DATED: 7/29/15

MONTGOMERY TOWNSHIP BOARD OF
EDUCATION

BY 
ADELLE KIRK-CSONTOS
Board President

DATED: 8/18/15


NANCY GARTENBERG
Superintendent of Schools

DATED: 7/29/15