



State of New Jersey

DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE OF EDUCATION
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MIKIE SHERRILL
Governor

DR. DALE G. CALDWELL
Lt. Governor

DR. LILY LAUX
Commissioner

NANCY H. GARTENBERG ED.D.
Executive County Superintendent

May 5, 2026

Mr. Steven Gardberg
Business Administrator/Board Secretary
Boonton Town Public School District
434 Lathrop Avenue
Boonton, NJ 07005

Dear Mr. Gardberg:

I have reviewed your Business Administrator/Board Secretary employment contract in accordance with **N.J.A.C. 6A:23A-3.1**. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2026 through June 30, 2027.

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 under state or federal 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 the amended contract to me for review and approval prior to the required public notice and hearing of such changes.

Please submit a signed copy of the fully executed contract, including board extract, to my office within 10 days of its board approval.

Sincerely,

Nancy H. Gartenberg

Nancy H. Gartenberg, Ed.D.
Executive County Superintendent

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July 2026 by and between the **BOONTON BOARD OF EDUCATION**, with offices located at 434 Lathrop Avenue, Boonton, NJ 07005 (hereinafter referred to as the "Board") and Steven Gardberg, (hereinafter referred to as "Mr. Gardberg" or "Business Administrator"), living at [REDACTED]

WITNESSETH:

1. **EMPLOYMENT** Mr. Gardberg is hereby employed by the Board as its Business Administrator/Board Secretary. He is vested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised Statutes and all applicable laws and regulations, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Business Administrator/Board Secretary. Mr. Gardberg accepts said appointment as Business Administrator/Board Secretary and represents that he will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by the Superintendent or the Board.
2. **FULL-TIME COMMITMENT** Mr. Gardberg shall devote his full time skill, labor and attention to the discharge of his duties during the term of this Agreement, provided, however, with prior approval of the Superintendent he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, obligations and activities with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of his Business/Administrator/Board Secretary duties and responsibilities as specified herein including, but not limited to, attendance at all Board of Education meetings and other meetings of a professional nature as prescribed by the Superintendent.
3. **TERM** The term of this Contract shall be from July 1, 2026, through June 30, 2027.

4. **CERTIFICATION** Mr. Gardberg represents that he is certified by the New Jersey State Board of Examiners to serve as a Business Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this Agreement. Failure to do so shall render this Agreement null and void upon the date of suspension or revocation thereof.
5. **COMPENSATION** Mr. Gardberg shall receive an annual salary of \$180,522 (One hundred eighty thousand five hundred twenty two dollars). Said salary shall be paid in equal installments according to the payment schedule for other certified District personnel. Mr. Gardberg shall be eligible for an annual salary increase, the amount of which shall be determined by the Board, on the basis of performance evaluations, the recommendation of the Superintendent and consultation with Mr. Gardberg. Mr. Gardberg shall also receive longevity pay in the amount of \$2,100.
6. **HEALTHCARE & DENTAL BENEFITS** The District shall provide and pay full premium for a health care insurance plan and a prescription drug plan selected by the Business Administrator for Mr. Gardberg and his family under the Horizon Direct Access Program or its equivalent. The Boonton Board of Education may offer additional health plans for participation on a voluntary basis. The coverage options may be changed if the District changes its overall health insurance coverage and/or switches to another carrier. The Business Administrator will, as required by State law, pay to the District a contribution for the cost of health insurance at the "Tier 4" level consistent with Chapter 78, P.L. 2011.

The District shall provide and pay full premium for a dental plan selected by the Business Administrator for himself and his family under the district's Dental program. The coverage options may be changed if the District changes its overall dental coverage and/or switches to another carrier.

The Business Administrator 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 Business Administrator 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.

7. **VACATION** Mr. Gardberg shall be granted twenty one (21) vacation days annually, all of which shall be available on July 1st of each year, but shall be considered earned on a monthly pro-rata basis. Vacation days may be taken with the prior approval of the Superintendent, which shall not be unreasonably withheld. Up to ten (10) vacation days not used because of business demands may be carried over into the next school year and used before the end of that school year or forfeited.
8. **HOLIDAYS & INCLEMENT WEATHER DAYS** The Business Administrator shall receive paid holidays including: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and other designated days when the district is not in session. The Business Administrator, in consultation with the Superintendent, will determine if it is possible to report to work when the District is delayed, dismissed, or closed due to inclement weather.
9. **SICK DAYS** Mr. Gardberg shall receive 12 (twelve) paid sick leave days per year. Any unused sick days shall accumulate and may be used in future years, per the requirements of N.J.S.A. 18A:30-7.

10. **RETIREMENT OR SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Business Administrator's certified retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

The parties agree that, upon retirement, payment by the Board to the Business Administrator for his accumulated, unused sick days shall be made within thirty (30) days of his last day of employment.

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Business Administrator for up to 30 accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following his last day of employment. Payment by the Board to the Business Administrator for his unused vacation days shall be made within thirty (30) days of his separation from employment.

C. Payment to Estate:

If the Business Administrator dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to his estate within thirty (30) days.

11. **PERSONAL & BEREAVEMENT DAYS** Four (4) paid personal days per year shall be provided to Mr. Gardberg, which may be taken without the need to provide a reason. Unused personal days will be credited to the Business Administrator's cumulative sick day bank. However, as per 18A:30-7, only 15 sick days may be accrued in one year. A total of five (5) paid days shall be granted for the death of an immediate family member. A total of three (3) paid days shall be granted following the death of a relative and one (1) paid day shall be granted for the death of a friend or other close acquaintance. One day not used under this subsection will be credited to the cumulative sick day bank.

12. **JURY DUTY** Mr. Gardberg must formally request an exemption from jury duty while school is in session. If the request is denied by the Court, the Business Administrator will be compensated with no loss in pay.

13. PROFESSIONAL DUES The Board shall pay for all annual professional dues attributed to Mr. Gardberg's membership in the Morris County Association of School Business Officials, the New Jersey Association of School Business Administrators, the International Association of School Business Officials, and other local, State or National Associations that Employee wishes to join as long as Mr. Gardberg submits periodic reports to the Superintendent and Board explaining the benefits of maintaining these memberships and his activities with these associations.

14. JOB RELATED EXPENSES The Board shall reimburse the Business Administrator for job-related expenses, including, but not limited to, transportation expenses and sustenance in accordance with N.J.S.A. 18:11-12, N.J.A.C. 6A:23-3.1(13), 6A:23A-6.12, and 6A:23A-7.1. The Business Administrator shall be reimbursed for using his personal vehicle for Board business at a rate annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of Mr. Gardberg's personal vehicle shall be tendered upon proof of compliance with the applicable regulations.

The Board shall provide the Business Administrator with a computer, tablet, printer and other necessary equipment for his use while working at home or in the district.

The Business Administrator may be provided a smart phone purchased by the District if needed. That phone will be utilized for business purposes and will be included in the district's corporate package with Verizon. If the Business Administrator chooses to utilize a personal smart phone, he shall be reimbursed up to \$125.00 per month for data and telephone services.

15. PROFESSIONAL DEVELOPMENT Upon the recommendation of the Superintendent and approval by the Board, Mr. Gardberg may attend such Local, State and National conferences, seminars, and workshops as are related to Mr. Gardberg's position in the District and which are deemed to be fiscally prudent. Upon approval, registration and conference fees shall be covered by the Board of Education and shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation.

16. TUITION REIMBURSEMENT A maximum of \$5,500 will be available for tuition assistance to be used by the Business Administrator for coursework at an institution of higher education that is duly authorized pursuant to N.J.S.A. 18A:3-15-3. The Superintendent must approve the coursework, and it must be related to the Business Administrator's current or future job responsibilities in order to be reimbursed for tuition. Any additional requirements for tuition assistance pursuant to N.J.S.A. 18A:6-8.5 must also be met. 100% of the tuition will be reimbursed when proof of completion of the coursework (with a grade of at least B) is submitted and approved. The Board shall not provide any tuition reimbursement to the Business Administrator for graduate credit work unless the course work culminates in the acquisition of a graduate degree conferred by a regionally accredited institution college or university as defined in N.J.A.C. 6A:9-2.1

17. EVALUATION The Superintendent shall evaluate the performance of Mr. Gardberg at least once a year, on or before April 30. All evaluations 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. The annual summative evaluation shall be, at a minimum based on the goals and objectives of Mr. Gardberg, and the responsibilities delineated in his job description, and such other criteria as the State Board of Education shall by regulation prescribe. Mr. Gardberg and Superintendent shall meet to discuss the evaluation. The Board of Education will contribute to the evaluation of the Business Administrator by completing a performance evaluation summary for the position.

18. TERMINATION OF EMPLOYMENT This Contract may be terminated by either party upon:

- a. Mutual agreement of the parties;
- b. Unilateral termination of the Contract by Mr. Gardberg upon sixty (60) days written notice to the Superintendent; or
- c. Tenure dismissal in accord with State law.

19. RIGHT TO LEGAL COUNSEL Mr. Gardberg acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent him in the matter. However, Mr.

Gardberg shall have the right to contact the Board Attorney for legal assistance on all other matters as the need arises in carrying out his duties.

20. **INDEMNIFICATION** Mr. Gardberg shall be indemnified by the Board of Education in accordance with New Jersey law.

21. **ENTIRE AGREEMENT** This agreement contains the entire understanding of the parties. It is subject to approval by the Board of Education.

22. **AMENDMENTS OR MODIFICATIONS** This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties. Any changes/ modifications must have approval of the Executive County Superintendent of Schools prior to Board approval.

23. **NEW JERSEY LAW** This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

24. **SEPARABILITY** In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

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

**BOARD OF EDUCATION OF THE BOONTON
TOWN PUBLIC SCHOOL DISTRICT**

STEVEN GARDBERG

BY: _____
IRENE LEFEBVRE
Board President

WITNESS:

Date:

School Business Administrator

Detailed Statement of Contract Costs

District	BOONTON TOWN				
Employee Name	STEVEN GARDBERG				
Date BOE Authorized Submission to County Office	4/13/2026				
District Grade Span	PreK - 12				
On Roll Students as of 10-15	1490				
Contract Term(s)	2025-26	2026-27	Dif.	% diff	
<u>Salary</u>					
Salary	\$ 174,081	\$ 180,522	\$ 6,441	3.70%	
Longevity	-	2,100	2,100	0.00%	
Shared Service	-	-	-	0.00%	
Total Annual Salary	174,081	182,622	8,541	4.91%	
<u>Additional Salary</u>					
Quantitative Merit Goals	-	-	-	0.00%	
Qualitative Merit Goals	-	-	-	0.00%	
Total Additional Salary	-	-	-	0.00%	
Total Annual Salary plus Additional Salary	174,081	182,622	8,541	4.91%	
<u>Other Employee Benefits Offered</u>					
Health Insurance	-	-	-	0.00%	
Prescription Insurance	-	-	-	0.00%	
Dental Insurance	-	-	-	0.00%	
Vision Insurance	-	-	-	0.00%	
Disability Insurance	-	-	-	0.00%	
Long-term Care Insurance	-	-	-	0.00%	
Life Insurance	-	-	-	0.00%	
Other Insurance - Describe:	-	-	-	0.00%	
Waiver of Benefits	5,000	5,000	-	0.00%	
Section 125 Plan Reimbursements - Describe:	-	-	-	0.00%	
Board Contribution for Cost of Premiums	5,000	5,000	-	0.00%	
Less employee contribution to health benefits as per law			-	0.00%	
Total Health Benefit Compensation	5,000	5,000	-	0.00%	
<u>Other Business Expenses Reimbursements/Payments</u>					
Travel and Expense Reimbursement (Estimated Annual Cost)	2,500	2,500	-	0.00%	
Professional Development (Capped Amount or Est. Annual Cost)	500	500	-	0.00%	
Tuition Reimbursement	2,500	5,500	3,000	120.00%	
Mentoring Expenses - Describe:			-	0.00%	
National/State/County/Local/Other Dues	1,600	1,600	-	0.00%	
Subscriptions			-	0.00%	
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	1,500	1,500	-	0.00%	
Computer for Home use, including supplies, maintenance, internet	750	750	-	0.00%	
Other - Describe:			-	0.00%	
Total Other Compensation	9,350	12,350	3,000	32.09%	
<u>Estimated Unused Sick and Vacation Compensation Payouts</u>					
Unused Sick Leave--Maximum On Retirement	15,000	15,000	-	0.00%	
Unused Vacation Leave- Max on Retirement or Separation	14,060	14,581	520	3.70%	
Total Unused Sick and Vacation Payouts	29,060	29,581	520	1.79%	
TOTAL CONTRACT COSTS	\$ 217,491	\$ 229,553	\$ 12,061	5.55%	