



PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

State of New Jersey
DEPARTMENT OF EDUCATION
Sussex County Office of Education
262 White Lake Road
Sparta, NJ 07871
Tele: (973) 579-6996
Fax: (973) 579-6476

KEVIN DEHMER
COMMISSIONER

GAYLE CARRICK, Ed.D
EXECUTIVE COUNTY SUPERINTENDENT

August 19, 2025

Mr. Michael Bussow
School Business Administrator/Board Secretary
Montague Township School District
475 Route 206
Montague, NJ 07827

Dear Mr. Bussow:

I have reviewed the employment contract for Mr. James Andriac, Superintendent/Principal, in accordance with N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:9B-13.1 and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2025 through June 30, 2028 with an annual salary of \$159,900 for 2025-2026; \$167,900 for 2026-2027; and \$176,300 for 2027-2028.

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

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle Carrick".

Gayle Carrick, Ed.D.
Executive County Superintendent

Cc: Mr. James Andriac, Superintendent/Principal

SUPERINTENDENT/PRINCIPAL
CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made this 11th day of June, 2025, between the **MONTAGUE BOARD OF EDUCATION**, Sussex County ("Board"), 475 US-206, Montague, New Jersey 07827, and **JAMES ANDRIAC**.

WITNESSETH:

WHEREAS, the Montague Board of Education requires the assistance of a Superintendent to serve as the Chief School Administrator and Principal from July 1, 2025 to June 30, 2028; and

WHEREAS Mr. Andriac is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; if at any time during the term of this agreement, Mr. Andriac's School Administrator certification is suspended or revoked, this agreement shall be null and void as of the date of the revocation; and

WHEREAS, the parties have agreed to enter into a new three (3) year contract for Mr. Andriac to serve as Superintendent and Principal of the Montague School District commencing on July 1, 2025; and

NOW, THEREFORE, the Board and Mr. Andriac for the consideration herein specified, agree as follows:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Mr. Andriac as Superintendent/Principal for the period of July 1, 2025, through June 30, 2028. The parties acknowledge that this Agreement must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
DUTIES

In consideration of employment, salary and fringe benefits established hereby, Mr. Andriac hereby agrees to the following:

- A. To faithfully perform the duties of Superintendent/Principal for the Board and to serve as Chief School Administrator in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, job description for the position and existing Board policies and those which are adopted by the Board in the future.

B. To devote his full-time skills, labor, and attention to this employment during the term of this Agreement. The Superintendent/Principal shall notify the Board President in the event he is going to be away from the District on District business for two (2) or more school 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/Principal's position require him to work long and irregular hours, and occasionally may require that he attend to District business outside of the District.

C. To study and make recommendations with respect to all criticisms and complaints which the Board, whether by committee or collectively, shall refer to him. The Board will not take any action of any such criticisms, complaints and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board, and a consensus is sought to direct the Superintendent/Principal to study, recommend and/or take action.

D. To assume responsibility for the administration of the school district, including, but not limited to, programs, personnel, fiscal operations, instructional programs, and all duties and responsibilities therein. These duties and responsibilities will be performed and discharged by Mr. Andriac or by staff at his direction.

E. The Superintendent/Principal shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent/Principal shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent/Principal notifying him that his employment will be discussed in closed session, and the Superintendent/Principal did not request that the meeting be conducted in public, or where the Superintendent/Principal 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 District.

F. To suggest, from time to time, regulations, policies, and procedures deemed necessary for compliance with laws, rules and regulations, and/or for the well-being of the District.

G. To perform all duties incident to the office of the Superintendent/Principal and such other duties as may be prescribed by the Board from time to time, provided it is consistent with the role and responsibility of chief school administrator. The Superintendent/Principal shall at all times adhere to all applicable federal and state statutes, titles, regulations, and executive orders, as well as district policies and regulations. The Superintendent/Principal shall have the right to contact the Board's attorney for legal assistance as the need arises to carry out his duties.

ARTICLE IV
SALARY AND BENEFITS

A. Salary:

The Board shall provide Mr. Andriac a base salary in each year of the contract as follows:

Year 1	(25-26) -- \$159,900
Year 2	(26-27) -- \$167,900
Year 3	(27-28) -- \$176,300

If the Superintendent/Principal dies while this contract is still in effect, payment for any accumulated, unused vacation days shall be paid to his estate in accordance with state law.

B. Merit Bonus

1. A merit bonus, in addition to the Superintendent's annual salary may be granted at the discretion of the board. In total, a merit bonus cannot exceed 14.99% of the annual salary. [N.J.A.C. 6A:23A-3.1(e)11iii].
2. If proposed, the merit bonus will be based upon the Superintendent's achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and the Superintendent may select three (3) quantitative merit criteria and two (2) qualitative merit criteria.
3. If the Board proposes merit criteria covered by this Contract of Employment, the Board must submit a copy of the merit criteria to the Executive County Superintendent for Sussex County for prior approval on or before September 30th of that school year, or upon a later date as approved by the Executive County Superintendent.
4. The Superintendent shall be eligible to receive a merit bonus of up to 3.33% of his/her annual base salary for each quantitative merit criteria achieved, and/or a merit bonus of up to 2.5% of his/her annual base salary for each qualitative merit criteria achieved.
5. For each school year, if the Superintendent has satisfied the quantitative and/or qualitative merit criteria, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.
6. The Board shall pay the merit bonus within thirty (30) days of receiving confirmation from the Executive County Superintendent. This provision shall survive the termination and/or non-renewal of this Contract of Employment. [N.J.A.C.6A:23A-3.1 (e) 11 and 12]

C. **Sick Leave:** Mr. Andriac shall be allowed twelve (12) days sick leave annually. Unused sick leave shall be accumulated from year to year in accordance with New Jersey state law. Upon retirement from the District and notice to the Board, accumulated, unused sick time will be reimbursed at the current contracted rate per day. Such payment shall not exceed \$15,000, and any such payment shall be made by the Board within thirty (30) days of the Superintendent/Principal's last day of employment. Accumulated, unused sick leave compensation shall not be paid to Mr. Andriac's estate or beneficiaries in the event of death prior to retirement.

D. **Vacation:** Mr. Andriac shall be granted twenty-five (25) vacation days annually, which shall be considered earned on a monthly pro-rata basis, although all days shall be available on July 1. Mr. Andriac may take vacation during the school year upon reasonable notice to the Board President. School closures between September and June do not constitute time off for the Superintendent/Principal unless he uses his leave time. The Superintendent/Principal is expected to attend to the business of the District as required for the smooth and efficient operation of the District. Unrealized vacation days, a maximum of 25, may be carried over from one year to the next. Upon separation, the Superintendent/Principal shall be paid for all earned and unused accumulated vacation days at the rate of 1/260 his then salary. Said payment shall be made within thirty (30) days of the date of separation.

E. **Personal Leave:** Mr. Andriac shall be granted four (4) days of absence annually for personal matters which require absence during school hours, to be used at his discretion. These days are not cumulative from year to year. In addition, there shall be no payment for unused days.

F. **Family Leave:** Mr. Andriac shall be granted the following leave of absence annually at full pay: family Sick Leave, a maximum of three (3) days for immediate family illness. All family leave days specified in this paragraph shall not be cumulative.

G. **Other Leave:** Mr. Andriac shall be entitled to the following leave of absence annually at full pay:

1. Bereavement - up to five (5) days for the death of an immediate family member. All family leave days specified in this paragraph shall not be cumulative. Immediate family shall include spouse, domestic partner as domestic partner is defined in New Jersey statute, child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, father, step-father, step-father-in-law, mother, step-mother or stepmother-in-law.

2. Bereavement (non-immediate family) - one (1) day for a death in other than immediate family. Other than immediate family is defined as aunt, uncle, niece, nephew or first cousin of the employee or their spouse/domestic partner.

3. Holidays – Mr. Andriac shall be entitled to the paid holidays as per the Board approved school calendar including July 4, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day and President's Day.

G. **Health Benefits:** Mr. Andriac shall be entitled to the same health benefits as the District's full-time certified and non-certified staff. In the event health benefits are revised for the District during the term of this Agreement, Mr. Andriac will be provided the option of maintaining a "look alike" policy to the current health plan, if permissible. The Superintendent/Principal shall contribute towards the cost of his health benefits at the contribution level of the New Jersey Educators Health Plan or other specified plan under Chapter 44. The premium shall be paid by the Superintendent/Principal through payroll deduction. At the Superintendent/Principal's option he may waive his health benefits coverage, with proof of alternate coverage, and be paid an annual stipend of five thousand dollars (\$5,000). Said stipend will be paid in two equal parts in December and June of the contract year.

H. **Professional Membership and Dues:** The Superintendent/Principal shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: New Jersey Association of School Administrators (NJASA), The American Association of School Administrators (AASA), the Sussex County Administrators Association, or other organizations deemed important by the Superintendent/Principal and the Board. The Board shall pay the actual cost of annual membership dues for professional organizations; such annual dues are not to exceed \$3,000 annually.

The Superintendent/Principal shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA, and TechSpo. Reimbursement or payment for such expenses and similar expenses which he may incur while discharging the duties of Superintendent/Principal shall be made 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 .1, et seq.).

The Superintendent/Principal shall be permitted to attend the "New Jersey School Administrator Residency Program" (SARP) sponsored by the New Jersey Association of School Administrators, at the Board's expense. The Board shall pay all fees and costs associated with the completion of the residency program and the mentoring program as required by the SARP. The Board shall pay all costs and fees associated with any state-mandated continuing education.

I. **Mileage and Expenses:** The Board shall reimburse the Superintendent/Principal for business-related mileage (excluding travel to and from work) in accordance with the NJOMB Circular and board policy. All other business expenses must be pre-approved by the Board in order to be reimbursed.

J. **Phone and Laptop:** The Board will provide the Superintendent/Principal with a cell phone/smartphone with a data plan. The device will be owned and maintained by the District. The cost of cellular equipment and services is determined by the service provider contract approved by the Board. The Superintendent/Principal shall be provided with a new laptop computer for school business use, which will be the property of the District. He shall not be reimbursed for internet service. Mr. Andriac was provided a new laptop in 2023. Devices shall be returned to the Board at the end of the Superintendent/Principal's employment.

ARTICLE V **MEDICAL EXAMINATION**

The Superintendent/Principal shall undergo a medical exam at Board expense prior to commencing his duties as Superintendent/Principal pursuant N.J.S.A. 18A: 16-2 and N.J.A.C. 6A:32-6.3. The examining physician shall certify to the Superintendent/Principal's medical fitness to perform the duties of Superintendent/Principal of Schools.

ARTICLE VI **ANNUAL EVALUATION**

The Board shall evaluate the performance of the Superintendent/Principal at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent/Principal evaluation. Said evaluation shall be completed by June 30 of each year. Each annual evaluation shall be in writing and shall represent the consensus of the Board. A copy of the proposed final evaluation shall be provided to the Superintendent/Principal, and he and the Board shall meet to discuss the findings before final action by the Board to approve the same. The Board may meet in closed session to discuss the evaluation and his performance where a Rice notice has been served upon him giving notice that his employment will be discussed in closed session, and he has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent/Principal shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent/Principal's personnel file upon the Superintendent/Principal's request.

Within sixty (60) days of the commencement 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/Principal 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 negative action, regarding the Superintendent/Principal's employment, unless the Superintendent/Principal is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent/Principal's performance, or that may adversely affect the Superintendent/Principal's employment, in public session, unless the Superintendent/Principal requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VII

TERMINATION OF EMPLOYMENT CONTRACT

This Agreement shall terminate, the Superintendent/Principal's employment will cease, and compensation shall thereafter not be paid, under any one of the following circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation of the School Administrator's certificate, in which case this Agreement 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. Tenure dismissal pursuant to the requirements of N.J.S.A. 18A: 17-20.2 including, but not limited to, for reasons of unbecoming conduct or other just cause;
5. Mutual agreement of the parties;
6. Notification in writing by the Board to the Superintendent/Principal at least 90 days prior to the expiration of this Agreement of the Board's intent not to renew this Agreement;
7. Purposeful misrepresentation of employment history, educational and professional credentials, and criminal background.

Nothing in this Agreement shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

The Superintendent/Principal may terminate this Employment Agreement upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

ARTICLE VIII
REAPPOINTMENT/NON-REAPPOINTMENT

At the conclusion of the term of this Agreement, the Superintendent/Principal shall be deemed reappointed for another contractual term of four (4) school years unless either: a) the Board by contract reappoints him for a different term which term shall be not less than four nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or b) the Board notifies the Superintendent/Principal in writing that he will not be reappointed at the end of the current term, in which event his employment shall cease at the expiration of that term, provided that such notification shall be given prior to the expiration of the first or any subsequent contract by 120 days pursuant to N.J.S.A. 18A:17-20.1. The Superintendent/Principal shall remind the Board in writing of the requirements of this Article by February 1, 2028.

Any renewal, or modification of this Agreement shall comply with the notice provision of P. L. 2007, c.53, the School District Accountability Act and N.J.A.C. 6A:23A-3.3 et seq.

ARTICLE IX
COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. This Agreement, supersedes any prior agreement between or among the parties concerning the matters governed hereby.

ARTICLE X
SAVINGS CLAUSE AND CONFLICT CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the agreement is illegal under federal or state law, the remainder of the Employment Agreement is not affected by such a ruling and shall remain in force. 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 federal or State law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Agreement.

Effective on 26, AUGUST 2025.

MONTAGUE BOARD OF EDUCATION

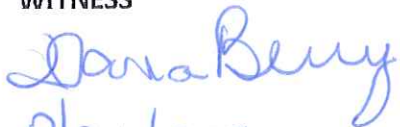


Andree Campbell, Board President

SUPERINTENDENT and PRINCIPAL


James Andriac

WITNESS



8/26/25

Dated:

WITNESS



8/26/25

Dated:

SUPERINTENDENT / PRINCIPAL

Detailed Statement of Contract Costs

Montague

Name: James Andriac

District Grade Span: pre-k-8

On Roll Students as of 10-15-2024: 331

	Year 1	Year 2	Year 3
	7/01/25-6/30/26	7/01/26-6/30/27	7/01/27-6/30/28
Contract Term: 3 Years			
Salary			
Base Salary:	\$ 159,900	\$ 167,900	\$ 176,300
Additional position			
Longevity	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY	\$ 159,900	\$ 167,900	\$ 176,300
Additional Salary			
Quantitative Merit Goals	\$ 15,830.10	\$ 16,622.10	\$ 17,453.70
Qualitative Merit Goals	\$ 7,995.00	\$ 8,395.00	\$ 8,815.00
Additional Compensation			
Total Additional Salary	\$ 23,825.10	\$ 25,017.10	\$ 26,268.70
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 183,725.10	\$ 192,917.10	\$ 202,568.70
Total Premiums for:			
Health Insurance	\$ 35,062	\$ 36,815	\$ 38,655
Prescription Insurance	\$ -	\$ -	\$ -
Dental Insurance	\$ 2,065	\$ 2,106	\$ 2,148
Vision Insurance	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -	\$ -
Estimated Total Cost of Premiums	\$ 37,127	\$ 38,921	\$ 40,804
Employee Contribution to Premiums as Per Law	\$ 9,000	\$ 9,000	\$ 9,000
TOTAL HEALTH BENEFITS COMPENSATION	\$ 28,127	\$ 29,921	\$ 31,804
Other Compensation			
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 500	\$ 500	\$ 500
Professional Development (Estimated Annual Cost)	\$ -	\$ -	\$ -
Tuition Reimbursement (Estimated Annual Cost)	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 3,000	\$ 3,000	\$ 3,000
Subscriptions	\$ -	\$ -	\$ -
Board Paid Cell Phone			
Computer for Home use, including supplies, maintenance	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -
TOTAL OTHER COMPENSATION	\$ 3,500	\$ 3,500	\$ 3,500
Sick and Vacation Compensation			
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 17,220	\$ 18,082	\$ 18,986
Total Sick and Vacation Compensation	\$ 32,220	\$ 33,082	\$ 33,986
TOTAL CONTRACT COSTS	\$ 247,572.02	\$ 259,419.62	\$ 271,858.69