Stephen J. Edelstein, Esq.
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Attorneys for Plaintiff Carl J. Kraus

CARL J. KRAUS, Plaintiff, vs. MONTCLAIR BOARD OF EDUCATION and ESSEX COUNTY BOARD OF ELECTIONS, Defendants.	**SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION: ESSEX COUNTY DOCKET NO.:** **CIVIL ACTION** **VERIFIED COMPLAINT**

Plaintiff Carl J. Kraus, residing at 5 Champlain Terrace, Montclair, New Jersey, complains of the Defendants as follows:

COUNT ONE

JURISDICTION

1. This matter is commenced as an action in lieu of prerogative writs, within 45-days of the challenged action taken by the Montclair Board of Education on October 7, 2025.

2. This matter is commenced as a summary proceeding.

3. This is an application for immediate and permanent injunctive relief.

THE PARTIES

4. Carl J. Kraus ("Kraus") is a resident of the Township of Montclair. He is a Montclair property owner and a Montclair property taxpayer.

5. The Montclair Board of Education ("Board of Education") is public body, located in Essex County New Jersey, which, pursuant to N.J.S.A. 18A:1-1 et seq., operates the Montclair School District. It is duly organized under the laws of the State of New Jersey and tasked with educating students in Grades Pre-K through 12. The Board of Education has its principal offices at 22 Valley Road, Montclair, New Jersey.

6. The Montclair School District is a Type II school district, meaning that its members are elected by the voters of Montclair at a November election.

7. The Essex County Board of Elections is charged with administering public elections within the County of Essex and certifying the results. The Board of Elections has its principal offices at 495 Dr. Martin Luther King Jr. Blvd., Newark, New Jersey

THE UNDERLYING FISCAL CONDITION OF THE BOARD OF EDUCATION

8. On July 1, 2025, Ruth B. Turner assumed the role of Superintendent, and then later in July it was reported that the School District faced a budget shortfall, ultimately determined to be nearly $20 million, leading to staff and programmatic reductions.

9. Faced with this circumstance, the Board of Education determined that it would be in the best interests of the School District to conduct a two-question public Referendum, although the language of the proposed Referendum questions leave their purpose in doubt.

10. On October 7, 2025, the Board of Education passed the following Resolution:

> BE IT RESOLVED, that the Montclair Board of Education approves the following questions to be placed on the December 9, 2025, Special Election Ballot for the 2024-2025 School Year Budget and the 2025-2026 School Year Budget:

Question Number 1:

Shall the Montclair Board of Education seek approval from the district's legal voters to raise an additional $12,600,000 for the 2024-2025 school year as permitted under N.J.S.A. 18A:22-40? The funds will be used to cover a deficit from the 2024-25 school year. Approval of these taxes will result in a one-time increase to the district's tax levy.

Question Number 2:

Shall the Montclair Board of Education seek approval from the district's legal voters to raise an additional $7,600,000 for the 2025-2026 school year as permitted under N.J.S.A. 18A:22-40? The various purposes, including but not limited to:

- Maintaining teachers and instructional assistants to avoid increased class sizes and program elimination
- Maintain security in schools
- Maintain facilities
- Maintain courtesy busing and protect the magnet school system
- Maintain curricular, athletics, and extracurricular activities that threaten to be eliminated
- Conduct a forensic audit of the 2024-2025 financial records and update the accounting software

These expenditures are in addition to those required to achieve the New Jersey Student Learning Standards. Approval of these taxes will result in a permanent increase to the district's tax levy.

See, Exhibit A.

11. These proposed referendum questions, as written, have been placed on the ballot for a special election to be held in the Township of Montclair on December 9, 2025 and supervised by the Board of Elections.

12. However, the ballot questions are confusing and misleading, deviate from what is required by N.J.S.A. 18A:7F-39, do not provide voters with adequate information to allow them to make an informed decision, and generally fail so significantly from what is required by law that this Court must issue relief to prevent the vote from taking place or, in the alternative, restrain the Board of Elections from certifying the results.

FATAL PROBLEMS WITH THE REFERENDUM QUESTIONS

The Questions Have Confusing and Inaccurate Syntax and Ask for the Wrong Approval

13. The first of the two Referendum Questions asks: "**Shall the Montclair Board of Education seek approval from the district's legal voters** to raise an additional $12,600,000 . . . ." [emphasis added]

14. The second of the two Referendum Questions ask: **"Shall the Montclair Board of Education seek approval from the district's legal voters** to raise an additional $7,600,000 for the 2025-2026 school year . . . ." [emphasis added]

15. A voter who actually reads these two questions will correctly understand that each question asks voters *if they will approve the Board of Education conducting a Referendum – literally, a Referendum to determine whether to conduct a Referendum*.

16. Neither question asks the voters actually to approve the additional tax levy.

17. As a result, each question, as posed, cannot possibly result in the approval of an additional tax levy, since that is not what is requested of the voters.

18. A guiding principle of valid referenda in New Jersey is that the voter is given a fair chance to understand what is being asked. See, e.g. City of Orange Township Board of Education v. City Council of City of Orange Township and the Essex County Board of Elections, Docket No. ESX-C-0059-17 (April 13, 2017)

19. These awkward and confusing questions will most certainly be misunderstood by at least a portion of the electorate.

20. For these reasons alone, the questions, as written, cannot result in a tax levy increase and cannot survive legal scrutiny.

The Questions Violate N.J.S.A.18A:7F-39(c)(2).

21. In addition, N.J.S.A.18A:7F-39(c)(2) requires that "all proposals to increase the tax levy . . . shall include interpretive statements . . . ."

22. Familiarly, an interpretive statement appears below the ballot question under the heading "Interpretive Statement."

23. This is because the Interpretive Statement is something different from the question. Its purpose is to "help the voter understand more" about the issue than is disclosed in the question itself. See, City of North Wildwood v. North Wildwood Taxpayers' Ass'n., 338 N.J. Super. 155 (Law Div. 2000).

24. The Interpretive Statement is not intended to be part of the question and Interpretive Statements which "merely repeat for the most part the language of the question" are legally deficient. See, Camden County Bd. of Chosen Freeholders v. Keating, 193 N.J.Super. 100, 110-111 (Law Div. 1983).

25. If the Questions were determined to be clear enough to stand, which they are not, an example of information known to the Board of Education that should have been included in an Interpretive Statement, but was not, is the approximate per home property tax impact of the taxes sought to be raised.

26. Here, the proposed questions at issue violate N.J.S.A.18A:7F-39(c)(2) because they do not include **any** interpretive statements.

27. The Referendum Questions may not be permitted, as is.

28. Unless relief is granted, the Board will suffer irreparable harm for which it has no adequate remedy at law.

WHEREFORE, Plaintiff demands judgment on this Count One as follows:

(1) Invalidating the challenged Referendum Questions and cancelling the December 9 special election; and

(2) Directing that the Essex County Board of Elections not count any ballots already cast; and

(3) Prohibiting and restraining the Essex County Board of Elections from certifying the results of the Referendum, and, instead, declaring the same null and void; and

(4) Awarding such other and further relief as the Court deems just and proper.

WEINER LAW GROUP LLP
Attorneys for Plaintiff
Carl J. Krauts

By: _____
Stephen J. Edelstein
A Member of the Firm

Dated: 11/20/25

CERTIFICATION PURSUANT TO RULE 4:5-1

Pursuant to R.4:5-1, I hereby certify that the matter in controversy herein is not the subject to any other action pending in any Court or any pending arbitration proceeding. No other action or arbitration proceeding is contemplated.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willingly false, I am subject to punishment.

WEINER LAW GROUP LLP
Attorneys for Plaintiff
Carl J. Kraus

By: _____
Stephen J. Edelstein
A Member of the Firm

Dated: 11/21/25

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4, Stephen J. Edelstein, Esq. is hereby designated as trial counsel for Carl J. Kraus in this matter.

WEINER LAW GROUP LLP
Attorneys for Plaintiff
Carl J. Kraus

By: _____
Stephen J. Edelstein
A Member of the Firm

Dated: 11/21/25

CERTIFICATION OF COMPLIANCE WITH R. 1:38-7

I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

WEINER LAW GROUP LLP
Attorneys for Plaintiff
Carl J. Kraus

By: _____
Stephen J. Edelstein
A Member of the Firm

Dated: 11/21/25

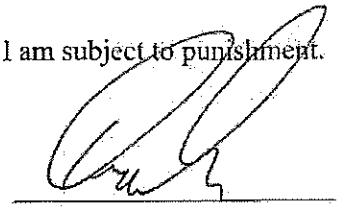
VERIFICATION

Carl J. Kraus, of full age, hereby certifies as follows:

1. I am the Plaintiff in this matter.

2. I have read this Verified Complaint and am familiar with its contents. I have personal knowledge that the allegations set forth in the Verified Complaint are true.

3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.



Carl J. Kraus

Date: 11/21/25

EXHIBIT A

MONTCLAIR PUBLIC SCHOOLS

AMENDED

SPECIAL MEETING HELD ON

TUESDAY, OCTOBER 7, 2025 AT 6:30 P.M.
VIRTUAL MEETING
MONTCLAIR, NEW JERSEY

AGENDA FOR THE SPECIAL MEETING
HELD TUESDAY, OCTOBER 7, 2025, AT 6:30 PM
VIRTUAL MEETING

A. CALL TO ORDER

B. ROLL CALL

C. RESOLUTION FOR EXECUTIVE SESSION

D. RETURN TO OPEN SESSION - ROLL CALL

E. THE PLEDGE OF ALLEGIANCE

F. STATEMENTS

1. Meeting Notice

G. SUPERINTENDENT'S REPORT - Presentation

H. COMMENTS FROM THE PUBLIC- AGENDA AND NON-AGENDA ITEMS

The Board will allow time for the public to comment on agenda and non-agenda items.

I. Business Office

1. Approval of Request for Loan from the State of New Jersey
2. Approval of Special Election

J. ADJOURNMENT

THE PUBLIC SCHOOLS
Montclair, New Jersey

Approval of Request for Loan from the State of New Jersey

WHEREAS, the Montclair Board of Education ended the 2024-2025 school year with a deficit and

WHEREAS, the deficit will create a cash flow problem in the 2025-2026 school year

BE IT RESOLVED, that the Montclair Board of Education approves the request to the State of New Jersey for a loan in the amount of $13,600,000.

ADOPTED: October 7, 2025

I hereby certify that the
Montclair Board of Education duly
adopted the foregoing on
October 7, 2025.

_____
Dana Sullivan, Interim Board Secretary

SEAL

THE PUBLIC SCHOOL
Montclair, New Jersey

Approval of Special Election

BE IT RESOLVED, that the Montclair Board of Education declares that a special election of the legal voters in the district shall be held on December 9, 2025, between the hours of 4 p.m. and 8 p.m.

Approval of Public Questions

BE IT RESOLVED, that the Montclair Board of Education approves the following questions to be placed on the December 9, 2025, Special Election Ballot for the 2024-2025 School Year Budget and the 2025-2026 School Year Budget:

Question Number 1:

Shall the Montclair Board of Education seek approval from the district's legal voters to raise an additional $12,600,000 for the 2024-2025 school year as permitted under N.J.S.A. 18A:22-40? The funds will be used to cover a deficit from the 2024-25 school year. Approval of these taxes will result in a one-time increase to the district's tax levy.

Question Number 2:

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- Maintaining teachers and instructional assistants to avoid increased class sizes and program elimination
- Maintain security in schools
- Maintain facilities
- Maintain courtesy busing and protect the magnet school system
- Maintain curricular, athletics, and extracurricular activities that threaten to be eliminated
- Conduct a forensic audit of the 2024-2025 financial records and update the accounting software

These expenditures are in addition to those required to achieve the New Jersey Student Learning Standards. Approval of these taxes will result in a permanent increase to the district's tax levy.

Other Matters in Connection with Special Election

BE IT FURTHER RESOLVED, as follows:

1. The Business Administrator/Board Secretary is hereby authorized and directed to send a certified copy of the questions to the County Clerk as required by N.J.S.A. 19:60-2, to request the County Clerk to submit the questions to the voters at the special school district election, and to seek the assistance of the county officials and the municipal clerk in conducting the Special School District election.

2. The Board President, the Superintendent, and/or the Business Administrator/Board Secretary are hereby authorized to take all steps necessary to implement this resolution. Any actions authorized herein and taken prior hereto are hereby ratified. The Business Administrator/Board Secretary is further authorized to act on behalf of the Board of Education to make such determinations required of the Board of Education for the conduct of the election as may become necessary.

3. The reference to officers of this school district herein includes the Vice-President in the absence or unavailability of the President and any deputy, interim, acting, or successor officer holding each position.

4. If it is necessary to borrow in anticipation of the receipt of taxes in an amount not in excess of the amount approved at this special election, promissory notes are hereby authorized to be issued in such amount pursuant to N.J.S.A.18A:22-42, and an amount thereof not exceeding 6% per annum of such amount for the period such notes may be outstanding is estimated for interest on such notes. The School Business Administrator is authorized to make the decision whether to issue the notes and to sell them at public or private sale, and to report back the results of any such sale to this Board of Education. The Board of Education hereby covenants to comply with any regulations necessary to maintain tax-exemption if such obligations are issued as tax-exempt, including any obligation to rebate interest income to the federal government if required. The Board President and Business Administrator/Board Secretary are authorized to execute such notes under the seal of the Board of Education.

5. These resolutions with respect to the Special Election shall take effect immediately.

ADOPTED: October 7, 2025

I hereby certify that the
Montclair Board of Education duly
adopted the foregoing on
October 7, 2025.

_____
Dana Sullivan, Interim Board Secretary

SEAL

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Please Reply to Trenton

ANDREW F. ZAZZALI (1899-1969)

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*Also admitted Pennsylvania
**Also admitted New York
***Also admitted New York and DC
‡‡Workers Compensation Law Attorney

November 20, 2024

Electronically Filed
The Honorable Chad N. Cagan
Monmouth County Courthouse
P.O. Box 1266
Freehold, New Jersey 07728

Re: ***Neptune Twp. Bd. of Educ. v. Neptune Twp. Educ. Ass'n***
L-3214-24

Dear Judge Cagan,

Please accept this letter as the basis for Defendant Neptune Township Education Association's contention that the amount awarded in the underlying arbitration, and therefore at issue in the instant enforcement proceeding, is in the range of $130,000-150,000, as represented during the oral argument held on October 31, 2025. Given that said oral argument is set to resume tomorrow, it seemed appropriate to provide this information to the Court in writing in advance for convenience of reference. Opposing counsel was provided with the same information this past Monday, November 17, 2025.

Firstly, it must be noted that the arbitration opinion and award itself discusses the precise figures on pages 6-8 thereof. Those pages are enclosed herewith. Based on those figures, I calculated the following, which are set forth in a table which is likewise enclosed herewith:

1. the total amounts withheld from each grievant each school year since 2020-2021 (i.e., the year before the collective negotiations agreement including the "Teachers Off Guide" at issue took effect);
2. the excess amounts withheld from each grievant during each school year (i.e., the amounts in excess of the salary increments initially withheld from each grievant), since 2021-2022;
3. the total excess amounts withheld from each grievant as of August 1, 2025; and
4. the excess amounts set to be withheld from each grievant over the course of the current 2025-2026 school year.

Based on that math, the combined excess amount withheld from all three grievants as of August 1, 2025, was $87,110, and the combined excess amount that will have been withheld from all three grievants as of the end of the 2025-2026 school year, i.e., the total amount at issue, is $132,460.

Thank you for your attention to this important matter. We look forward to discussing further tomorrow.

Respectfully submitted,

/s/Zachary F. Ramsfelder
Zachary F. Ramsfelder, Esq.

DISCUSSION

The parties ably discussed in their Briefs that the decision to withhold an increment from an employee, as well as the management prerogative to decide whether to restore the increment, are covered by statute, as clearly stated in NJSA 18A:29-14, quoted above, and described by the New Jersey Supreme Court in Probst v. Board of Education of the Borough of Haddonfield, Camden County, 127 N.J. 518 (1992).

Thus, there can be no doubt that the District was within its right to continue to deduct from each Grievant's salary the dollar value of the increment it withheld in the academic year following the decision to withhold the increment. The manner in which the Employer calculated the Grievants' salaries is exemplified by the chart below. For example, in the chart below, a determination was made at the end of the 2017-2018 academic year to deny Ms. Landers an increment for the 2018-2019 school year. Thus, 2018-2019 was the first year her increment was withheld (hereinafter, "original withholding"). The Employer appears to have looked to the salary on the guide for 2018-2019 and deducted therefrom the increment that would have been given that year. The Employer did this under the 2015-2020 collective negotiations agreement by moving each Grievant on the salary step each year, but deducting from the salary stated on the grid the amount of the original withholding. The following is a chart provided by the Association for Ms. Landers' compensation:[2]

[2] A similar chart was provided by the Association for each Grievant.

Year	Years Exper.	Guide Step	Salary Per Guide	Salary Paid	Increment Withholding
2017-18	17	12	65,297		
2018-19	18	12	68,501	65,297	3,204
2019-20	19	13	71,964	68,760	3,204
2020-21	20	13	76,189	72,985	3,204
[commencing with the CNA:]					
2021-22	21	14	80,909	72,985[3]	7,124
2022-23	22	14	85,514	74,585	10,929
2023-24	23	15	90,289	75,485	14,804
2024-25	24	15	95,489	76,485	19,004
2025-26	25	16	100,889	77,485	23,404

As this chart clearly demonstrates, during the 2015-2020 collective negotiations agreement, Ms. Landers continued to have deducted from the stated contract salary the amount of the increment withholding. (The same process was followed for the other two Grievants.) The Association recognizes that the Employer is not obligated to restore the increment; that is the District's managerial prerogative. Therefore, this case does not concern the Employer's refusal to cease deducting the value of the increment withheld from each Grievant. It is similarly uncontroverted that none of the Grievants has had another occurrence for which the District chose to withhold a new increment. Thus, this case concerns the fact that under the July 1, 2021 CNA, each Grievant has had substantially more than the original amount of their increment withholding deducted from the teacher guide salary.

For Ms. Waldron, the initial increment withholding was $2,368. In 2021-22, $6,588 was withheld; in 2022-23, $10,893 was

[3] An $800 retro check also was paid, producing a total salary of $73,785.

withheld; in 2023-24, $12,893 was withheld; in 2024-25, $16,518 will be withheld; and in 2025-26, $20,368 will be withheld.

For Ms. Valese, her initial increment withholding was $649. In 2021-2022, $1,344 was withheld; in 2022-23, $2,649 was withheld; in 2023-24, $3,849 was withheld; in 2024-25, $5,399 will be withheld, and in 2025-26, $7,799 will be withheld.[4]

The Court in Probst, 127 N.J. 518, 528, held:

> We conclude that no statute mandates that local boards return teachers to an adopted salary schedule following a withholding. Local boards, however, do have the discretion to do so on a finding that restoration to a place on the schedule is warranted for a particular teacher. That discretion should be exercised when a teacher has recovered from the previously-recognized shortcoming and recaptured lost ground by steadily improving performance. The possibility of being returned to the schedule thus serves as an incentive to maintain improvements.
>
> However, until such time as the local board determines that a teacher merits return to the salary schedule, a satisfactorily-performing teacher is entitled only to a yearly increase in salary. That increase should equal the annual salary progression reflected for that year in the schedule in place at the teacher's district. Thus, a teacher in these circumstances would receive an increase equal to the combined amount of the employment and adjustment increments contained in the appropriate salary guide.... (Emphasis supplied)

Thus, according to the Court in Probst, if the District did not want to continue calculating the salaries of employees who had increment withholding in the manner it previously did, i.e.,

---

[4] The salary per year and the cumulative impact for Ms. Valese are noted in the Association's Brief at pp. 5-6. Her salary does not appear on the Teachers Off Guide chart in the CNA.

	Landers		Valese		Waldron		Grievants Combined	
	Total Withheld	**Excess**	**Total Withheld**	**Excess**	**Total Withheld**	**Excess**	**Total Withheld**	**Excess**
2020-2021	$3,204	$0	$649	$0	$2,368	$0	$6,221	$0
2021-2022	$7,124	$3,920	$1,344	$695	$6,588	$4,220	$15,056	$8,835
2022-2023	$10,929	$7,725	$2,649	$2,000	$10,893	$8,525	$24,471	$18,250
2023-2024	$14,804	$11,600	$3,849	$3,200	$12,893	$10,525	$31,546	$25,325
2024-2025	$19,004	$15,800	$5,399	$4,750	$16,518	$14,150	$40,921	$34,700
As of August 1, 2025	$55,065	$39,045	$13,890	$10,645	$49,260	$37,420	$118,215	$87,110
2025-2026	$23,404	$20,200	$7,799	$7,150	$20,368	$18,000	$51,571	$45,350
As of August 1, 2026	$78,469	$59,245	$21,689	$17,795	$69,628	$55,420	$169,786	$132,460

Stephen J. Edelstein

From: Katine Slunt <katine.slunt@montville.net>
Sent: Thursday, November 20, 2025 1:34 PM
To: Stephen J. Edelstein
Subject: Attorney Letter for Auditors
Attachments: Attorney Letter _Audit 2024.2025.pdf

Steve

Please find attached the attorney letter for the district's annual audit.

Thank you for your help with this filing.

Sincerely,

Katine

Montville Township Public Schools
EDUCATE. INSPIRE. EMPOWER.

86 RIVER ROAD
MONTVILLE, NJ 07045
973.331.7100
WWW.MONTVILLE.NET

Katine M. Slunt
School Business Administrator/
Board Secretary

Jaime Rosado
Assistant Business Administrator

Diane J. Maggiore
Assistant to the Business Administrator/
Assistant Board Secretary

September 30,2025

Weiner Law Group, LLP
629 Parsippany Road
Parsippany, NJ 07054

Our auditors, Lerch, Vinci & Bliss, LLP, are conducting an audit of our financial statements as of June 30, 2025, and for the year then ended. Please furnish to them the information requested below involving matters as to which you have been engaged and to which you have devoted substantive attention on behalf of the Montville Township Public Schools in the form of legal consultation or representation. We do not intend either this request or your response to our auditor to constitute a waiver of the attorney-client privilege. Your response should be sent to Lerch, Vinci & Bliss, LLP, 17-17 Route 208 North, Fair Lawn, New Jersey 07410.

Please furnish our auditors a description of all material pending or threatened litigation, claims, and assessments including any civil rights complaints. Materiality for purposes of this letter includes items involving amounts exceeding $250,000 individually or in the aggregate. All civil rights complaints should be included regardless of amount. The description of each case should include:

a. the nature of the litigation;

b. the progress of the case to date;

c. how management of the Montville Township Public School District is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and

d. an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

We have represented to our auditors that there are no unasserted possible claims or assessments, including civil rights complaints, that you have advised us are probable of

assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.

We understand that whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the questions of such disclosure and the applicable requirements of Statement of Financial Accounting Standards No. 5. Please specifically confirm to our auditors that our understanding is correct.

Your response should include matters that existed as of June 30, 2025, and during the period from that date to the effective date of your response.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed on or about October 24, 2025 and would appreciate receiving your reply by that date with a specified effective date no earlier than October 20,2025.

Please also indicate the amount we were indebted to you for services and expenses on June 30, 2025.

Very truly yours,

Signed: _____

Title: School Business Administrator/Board Secretary