



Tenafly Board of Education
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2024-2025 SCHOOL YEAR CONTRACT

**AGREEMENT BETWEEN
THE TENAFLY BOARD OF EDUCATION
AND**

Sandy Mercedes, DIRECTOR OF SPECIAL EDUCATION

This Agreement is made **August 19, 2024** by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey, (hereinafter “Board”) and Sandy Mercedes (hereinafter “Director of Special Education”). The Agreement consists of the following terms:

1. EMPLOYMENT:

The Board does hereby employ Sandy Mercedes as the Director of Special Education of the Tenafly School District under the terms and conditions described in this Agreement. Her employment shall be on a full-time, twelve (12) month basis. During the term of this Agreement, Mercedes shall accept no other pensionable employment from any other source except as previously approved by the Superintendent.

2. DURATION:

This Agreement shall begin in full force and effective on October 21, 2024 (pending release from current employer), and it shall expire on June 30, 2025.

3. SALARY:

The Board shall pay the Director of Special Education an annual salary of **\$175,000** to be paid in equal semi-monthly installments. Said party shall begin service on October 21, 2024.

4. CERTIFICATION:

The Director of Special Education represents to the Board that she possesses School Administrator certification from the State of New Jersey, Department of Education, necessary to perform the duties of a Director of Special Education.

5. APPLICABLE LAW:

This Agreement is subject to Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code, as such statutes and regulations may from time to time be amended by the Legislature of the State of New Jersey or by the State Board of Education.

6. TERMINATION:

This Employee Agreement may be terminated for the following reasons:

- a. Death of Director of Special Education. In the event Mercedes should predecease the term of this Agreement, this Agreement shall terminate.
- b. Notice. Either party may terminate this Agreement at will by providing written notice to the other no less than sixty (60) days in advance of the effective termination date.

c. Discharge for cause. The Board may terminate this Agreement for cause without the requirement of sixty (60) days' advance notice. "Cause" shall include any conduct by Mercedes that is seriously prejudicial to the District, including but not limited to neglect of duty, inefficiency, or incompetence. Notice of discharge for cause shall be given by the Board in writing, and Mercedes shall be entitled to appear before the Board in executive session to discuss such alleged cause. She may be accompanied by legal counsel at her own expense. The Board shall provide Mercedes with a written decision describing the results of the meeting.

7. EVALUATION:

The Director of Special Education shall be evaluated in accordance with the provisions of Title 18A of the New Jersey Statutes, the State Board of Education regulations, Board policy, and the applicable evaluation instrument.

8. HEALTH BENEFITS:

The Board will provide to the Director of Special Education and her eligible dependents, if any, the following health benefits: New Jersey School Employees Health Benefits Program and Dental Benefits Delta Dental. The district will pay the health benefits premium less the amount paid by the employee in accordance with P.L. 2011.c.78 and the TASA Administrators Contract. The district will pay the full premium for dental insurance. The Director of Special Education may also waive said benefits at receive the eligible waiver for health benefits.

9. VACATION:

The Director of Special Education shall receive twenty-three (23) days of vacation annually, prorated for the 2024-2025 school year at sixteen (16) days. Such vacation days may be taken during the year of employment subject to approval by the Superintendent of Schools. Up to five (5) vacation days may be carried over to the next school year. At the time the Director of Special Education leaves the employ of the district, she shall be entitled to payment of the pro-rated earned, but unused vacation days upon separation from employment with the Board. Reimbursement for unused vacation days shall be at the rate of 1/240th of the Director of Special Education's salary in effect at the time the vacation day was accrued. In the event of death of the Director of Special Education, payment for unused vacation days shall be made to her estate in accordance with the option selected by her executor.

10. HOLIDAYS:

The Director of Special Education shall be entitled to the same to the same holidays as those granted 12 month employees of the district.

11. SICK LEAVE:

The Director of Special Education shall be entitled to thirteen (13) sick days per year with full pay, prorated for the 2024-2025 school year at nine (9) days. All unused sick days may be accumulated from year to year by the Director of Special Education. Upon retirement the Director of Special Education shall receive payment equal to the number of unused sick days multiplied by \$200 but not to exceed \$10,000. In the event of death of the

Director of Special Education prior to her having received payment for unused sick days, her estate shall be paid in accordance with the option selected by her executor.

12. LEAVES WITH PAY:

A. Personal Days

The Director of Special Education may take up to three (3) personal days during the school year without a loss of pay, prorated for the 2024-2025 school year at two (2) days. At the conclusion of the school year, any unused personal days shall be converted to sick days and added to the Director of Special Education's accumulated sick day bank.

B. Serious Illness or Injury in Immediate Family

For no more than a total of five (5) school days per year, prorated for the 2024-2025 school year at three and one-half (3.5) days, for serious illness or injury to a member of the Director of Special Education immediate family, i.e. husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner as defined by N.J .S.A. 26:8A-1 0, or any other relative, provided such relative lives within the member's immediate household.

C. Death in Immediate Family

For no more than a total of five (5) school days per incident for death in the Director of Special Education immediate family, as defined previously in this Article and which for purposes of Section C shall also include grandchildren. In the event of the death of a brother-in-law or sister-in-law, a member shall be eligible to use two (2) of the five (5) days provided by the section.

D. Death of a Relative or Friend

For no more than one (1) school day per school year for a death of a friend or of a relative outside of the member's immediate family.

13. **PROFESSIONAL ORGANIZATION MEMBERSHIP DUES:**

- A. The Board will pay 100% of the membership fees of the Director of Special Education to a relevant state association. The Director of Special Education may attend professional meetings of this organization.
- B. The Director of Special Education may attend conventions with the prior approval of the Superintendent, with travel and conference costs to be reimbursed following submission of expense receipts not to exceed \$4,000 per year. 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 under OMB Circular Letter 08-13-OMB.

14. **TRANSPORTATION REIMBURSEMENT:**

The Board shall reimburse the Director of Special Education as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget for actual use of her personal automobile, both within and outside of the school district, directly relating to the Director of Special Education's position, not to exceed \$1,000 per year at the state mileage rate.

15. **REVOCATION CLAUSE**

The Parties hereto agree that in the event the Director of Special Education’s certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the Director of Special Education is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Director of Special Education’s employment shall cease.

16. EXECUTION:

Execution of this Agreement by the Director of Special Education connotes her full knowing, voluntary and complete agreement to each and every term of this Agreement. Execution of this Agreement by the Board President connotes that the Board of Education has agreed to each and every term of this Agreement by resolution at a public meeting of the Board.

Board President, Jocelyn Schwarz:	Date:
Employee, Sandy Mercedes:	Date:
Board Secretary:	Date: