EMPLOYMENT AGREEMENT BETWEEN

THE TENAFLY BOARD OF EDUCATION AND SANDY MERCEDES

This Agreement is made this 27th day of April, 2026 by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey 07670 ("the Board") and Sandy Mercedes ("Mercedes"), pursuant to the following terms.

I. EMPLOYMENT

The Board hereby employs Mercedes, and Mercedes hereby accepts employment as Director of Special Education of the Tenafly School District ("the District") under the terms and conditions set forth in this Agreement. Her employment shall be on a full-time, twelve (12) month basis.

The Director of Special Education shall devote her full professional time, attention, and best efforts to the performance of her duties on behalf of the District. During the term of this Agreement, the Director of Special Education shall not engage in any other employment, consulting, contractual work, or other compensated professional activity, whether pensionable or non-pensionable, without the prior written approval of the Superintendent. Any request for such outside employment must be submitted in advance and may only be undertaken upon the Superintendent's express written consent. The Superintendent reserves the right to deny any such request if, in the Superintendent's judgment, the activity may interfere with the performance of the Director of Special Education's duties or create an actual or potential conflict of interest with the interests of the District.

Notwithstanding the foregoing, Mercedes may serve as a New Jersey Association of School Administrators (NJASA) mentor, provided that such service does not interfere with the performance of her duties to the District and does not create an actual or potential conflict of interest. Mercedes shall provide advance written notice to the Superintendent of her intent to serve in such capacity.

II. DURATION

This Agreement shall begin in full force and effect on July 1, 2026, and it shall expire on June 30, 2027.

III. SALARY

The Board shall pay Mercedes an annual salary of One Hundred Eighty-Five Thousand Six Hundred Fifty-Eight Dollars ($185,658.00) for the 2026–2027 school year. Such salary shall be paid in accordance with the payroll schedule established by the District for certificated twelve (12) month administrative personnel and shall be subject to all applicable withholdings and deductions required by law.

IV. DUTIES

Mercedes shall faithfully perform the duties of the Director of Special Education as outlined in the Board's job description for the Director of Special Education, which may be modified from time to time consistent with District goals and objectives, all in accordance with the laws of the State of New Jersey and of the United States, the rules and regulations adopted by the New Jersey State Board of Education and the New Jersey State Department of Education, as well as all of the policies of the Board.

V. 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.

VI. TERMINATION

This Agreement shall be subject to termination under the following conditions:

Death. This Agreement shall automatically terminate upon the death of Mercedes.

Resignation. Mercedes may resign from employment by providing the Board of Education with no less than ninety (90) days' written notice prior to the effective date of resignation, unless the Board, in its sole discretion, agrees to waive or reduce such notice.

Termination by the Board. The Board of Education reserves the right to terminate this Agreement at any time prior to its expiration for any lawful reason, with or without cause, upon provision of written notice to the Administrator; provided, however, that in the event of termination without cause, such notice shall be no less than ninety (90) days. In the event of termination without cause, the Board may, in its discretion, provide compensation and benefits, if any, consistent with applicable law and the remaining term of the Agreement.

Assignment. Nothing in this Agreement shall limit the authority of the Board or Superintendent to assign, transfer, or reassign duties consistent with the Administrator's certification and qualifications.

VII. EVALUATION

Mercedes 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.

VIII. HEALTH BENEFITS

The Board shall provide to Mercedes and her eligible dependents, if any, the cost of major medical (including prescription), and hospitalization benefits as are provided in general to other employees in the school district. Mercedes's contributions toward health benefits shall be made in accordance with all applicable New Jersey State laws and regulations.

The Board will offer Delta Dental Premiere Plan with a $1,500.00 annual limit per person with contributions established in accordance with Chapter 78.

Should Mercedes elect to waive District-provided health benefits and demonstrate proof of alternative health coverage from another source she shall be eligible for an annual waiver payment of $4,000 not to exceed 25% of the cost of benefits. Payment shall be made in accordance with applicable laws and regulations, and employees must comply with all District

procedures for submitting proof of coverage and executing the required waiver forms. Payment will be made in accordance with standing payroll schedules.

Voluntary Benefits

Vision

The Board shall make available a voluntary vision insurance plan for which Mercedes may participate. The premium shall be 100% paid by Mercedes through payroll deduction. Such deductions shall be pretax in accordance with applicable statutes. The terms of the plan shall be set by the Board and are subject to change on an annual basis.

IX. LEAVES AND HOLIDAYS

Sick leave. Mercedes shall be entitled to twelve (12) sick days per year with full pay. Any unused days shall accumulate from year to year. Should Mercedes retire during the term of this Agreement, she shall be reimbursed for any accumulated unused days at the rate of two hundred dollars ($200) per day, to a maximum of ten thousand dollars ($10,000). Any such payment shall be made within sixty (60) days of Mercedes's last day of employment.

Personal leave. Mercedes shall be entitled to three (3) personal days per year at times approved by the Superintendent. Unused day(s) can be converted to sick day(s) in future year contracts.

Vacation. Mercedes shall receive twenty-three (23) vacation days annually and may carry forward ten (10) to the following school year for future use but not for reimbursement. Vacation days may be taken with the prior approval of the Superintendent. Mercedes shall be entitled to

payment of the pro-rated earned but unused vacation days upon her separation from employment with the Board, in the year of separation, with such days paid at the rate of 1/240th of Mercedes's base salary. Payment shall be made by the Board within sixty (60) days of the date of separation.

Bereavement Leave. Mercedes shall annually be entitled to five (5) bereavement leave days in accordance with Board Policy and practice for other District administrative employees.

Holidays. Mercedes shall be entitled to the same number of paid holidays as is provided to administrators employed by the Board in general. For the 2026-2027 school year, the designated holidays are:

Holiday
Independence Day
Labor Day
Yom Kippur
N.J.E.A. Convention Days (2 days - Thursday and Friday)
Thanksgiving Break (2 days - Thursday and Friday)
Christmas Eve

Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

X. PROFESSIONAL DEVELOPMENT

a. Membership in professional organizations. The Board shall pay the membership fees for any relevant state association.

b. Attendance at workshops, conferences, seminars, and conventions. Mercedes may attend professional meetings of the organizations identified above. With prior approval of the Superintendent, Mercedes may take professional development courses and/or programs by organizations other than the professional organization listed above, provided the courses or programs relate to Mercedes's duties. Mercedes may attend conventions with the prior approval of the Superintendent, with travel and conference costs to be reimbursed in accordance with the Office of Management and Budget circular and travel regulations.

XI. LAPTOP AND CELLULAR TELEPHONE

The Board shall provide Mercedes with a laptop computer for her use in connection with her duties as set forth above. Said equipment shall be the property of the Board and its use shall be subject to all applicable policies and regulations of the Board. Mercedes shall be responsible for the care of said equipment. In addition, the Board shall provide a cellular telephone for Mercedes's exclusive use for business purposes only and the Board will select a plan for cell phone usage and the expenses for the same shall be paid by the Board.

XII. MODIFICATION

The terms and conditions of this Employee Agreement shall not be modified except by the written consent of both Parties hereto and review and approval of the Board. Any amendments to this Employee Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Agreement.

XIII. SAVINGS CLAUSE

If, during the term of this Employee Agreement, it is found that a specific clause of this Employment 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. 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 the same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

XIV. EXECUTION

Execution of this Agreement by Mercedes connotes her 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 has agreed to each and every term of this Agreement by resolution at a public meeting of the Board.

TENAFLY BOARD OF EDUCATION

Sandy Mercedes

BY: _____

JOCELYN SCHWARZ

President

Dated: 5/7/26

Dated: 5/1/26

WITNESS: Beth Grant

WITNESS: Lauren Miller

5/7/26

Dated:

Dated: 5/1/26