



**2021-2022 SCHOOL YEAR CONTRACT**

**AGREEMENT BETWEEN**

**THE TENAFLY BOARD OF EDUCATION  
AND  
MONICA HEINZ, DIRECTOR OF SPECIAL EDUCATION**

This Agreement is made **April 26, 2021** by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey, (hereinafter “Board”) and Monica Heinze whose address is [REDACTED], (hereinafter “Director of Special Education”). The Agreement consists of the following terms:

**1. EMPLOYMENT:**

The Board does hereby employ Monica Heinze as the Director of Special Education.

**2. 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.

**3. DIRECTOR OF SPECIAL EDUCATION’S AUTHORITIES AND OBLIGATIONS:**

Monica Heinze accepts employment as the Director of Special Education in the Tenafly Public School District. Said employment shall be on a full-time basis, and the Director of Special Education shall during the term of this Agreement accept no other pensionable employment from any other source. The Board recognizes the authorities granted to the Director of Special Education pursuant to law. The Director of Special Education recognizes the authority granted to the Board and

Superintendent pursuant to law and agrees that she shall implement the Board's policy and administer the school district under the Superintendent's direction.

**4. APPLICABLE LAW, RULES AND REGULATIONS:**

This Agreement is subject to Title 18A of the New Jersey Statutes and Title 6 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. Should any provision of this Agreement be in conflict with such law or regulations, or become in conflict with such law or regulations because of an amendment thereof, the provisions of Title 18A of the New Jersey Statutes or Title 6 of the New Jersey Administrative Code shall govern. *“If, during the term of this employment contract, it is found that a specific clause of the employment contract is illegal under Federal or State law, the remainder of the employment contract, not affected by such a finding, shall remain in force.”* The invalidity of any provision of this Agreement shall not be cause to invalidate the entire agreement.

**5. TERMS OF AGREEMENT:**

This Agreement shall be in full force and effect from **July 1, 2021 through June 30, 2022**. The Board shall have the right to terminate this Agreement for cause pursuant to the tenure provisions of Title 18A. The Board shall provide to the Director of Special Education no less than 60 calendar days' notice whether or not it intends to renew the Director of Special Education's Agreement. The Director of Special Education shall provide to the Board no less than 60 calendar days' notice of her intention to terminate this Agreement and thereby her employment with the school district. The Board shall have the right to terminate this agreement upon sixty (60) days' written notice to the Director of Special Education. The Board shall have the discretion to decide if the Director of Special Education shall continue to perform her duties during the 60 calendar day period after notice of termination is provided.

**6. EVALUATION:**

The Director of Special Education shall be evaluated by the Superintendent in accordance with the provisions of N.J.A.C. 6:3-4.2 and the policy and implementing procedures adopted by the Board.

**7. SALARY:**

The Board shall pay the Director of Special Education an annual salary of **\$160,000** at intervals consistent with the schedule of salary payments in effect for other certified employees.

**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.

**9. VACATION:**

The Director of Special Education shall receive twenty-three (23) days of vacation annually. 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 paid for any unused earned vacation days. Reimbursement for unused vacation days shall be at the rate of 1/240<sup>th</sup> 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 number of paid holidays as is provided to administrators employed by the school district in general.

**11. SICK LEAVE:**

The Director of Special Education shall be entitled to fifteen (15) sick days per year with full pay. 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. PERSONAL LEAVE 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. 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 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 \$2,000 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.

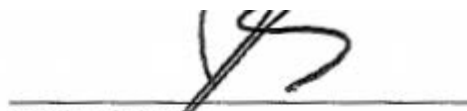
**16. EXECUTION:**

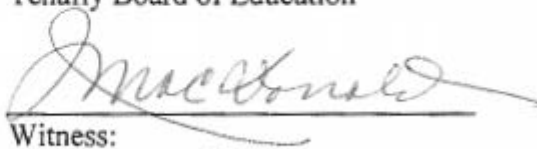
Execution of this Agreement by the Director of Special Education connotes her full knowing, voluntary and complete agreement to each and every term of this Agreement. Execution of this Agreement by the Board President connotes that the Board of Education has agreed to each and every term of this Agreement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

  
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Monica Heinze

  
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Witness:

Dated: 4.28.21

  
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Jocelyn Schwarz  
Tenafly Board of Education

  
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Witness:

Dated: 4.28.2021