



Human Resources Office  
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**2022-2023 SCHOOL YEAR CONTRACT**

**AGREEMENT BETWEEN**

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

This Agreement is made **May 23, 2022** by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey, (hereinafter “Board”) and Monica Heinze (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 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, Heinze 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 July 1, 2022, and it shall expire on June 30, 2023.

**3. SALARY:**

The Board shall pay the Director of Special Education an annual salary of **\$164,480** at intervals consistent with the schedule of salary payments in effect for other certified employees.

**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 Heinze 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 Heinze 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 Heinze 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 Heinze 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.

**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. For the 2022–2023 school year, the designated holidays are:

| <b>DESIGNATED HOLIDAYS</b> | <b>CELEBRATED ON</b> |
|----------------------------|----------------------|
| Independence Day           | Monday, July 4       |

|                               |                                       |
|-------------------------------|---------------------------------------|
| Labor Day                     | Monday, September 5                   |
| Rosh Hashanah                 | Monday and Tuesday, September 26 & 27 |
| Yom Kippur                    | Wednesday, October 5                  |
| NJEA Convention Days (2 days) | Thursday and Friday, November 10 & 11 |
| Thanksgiving Break (2 days)   | Thursday and Friday, November 24 & 25 |
| Christmas Day                 | Monday, December 26                   |
| New Year's Day                | Monday, January 2                     |
| Martin Luther King, Jr. Day   | Monday, January 16                    |
| Presidents' Day               | Monday, February 20                   |
| Good Friday                   | Friday, April 7                       |
| Memorial Day                  | Monday, May 29                        |

**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 \$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, Monica Heinze:           | Date: |
| Dr. Victor Anaya, Board Secretary: | Date: |