



2021-202 SCHOOL YEAR CONTRACT

AGREEMENT BETWEEN

**THE TENAFLY BOARD OF EDUCATION
AND
DANIELLE DIAZ, HUMAN RESOURCES MANAGER**

This Agreement is made **May 24, 2021** by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey, (hereinafter “Board”) and Danielle Diaz whose address is [REDACTED], (hereinafter “Human Resources Manager”).

The Agreement consists of the following terms:

1. EMPLOYMENT:

The Board does hereby employ Danielle Diaz as the Human Resources Manager.

2. HUMAN RESOURCES AUTHORITIES AND OBLIGATIONS:

Danielle Diaz accepts employment as the Human Resources Manager in the Tenafly Public School District. Said employment shall be on a full-time basis, and the Human Resources Manager shall during the term of this Agreement accept no other pensionable employment from any other source. The Board recognizes the authorities granted to the Human Resources Manager pursuant to law. The Human Resources Manager 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.

3. 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.

4. 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 provisions of Title 18A. The Board shall provide to the Human Resources Manager no less than 60 calendar days’ notice whether or not it intends to renew the Human Resources Manager’s Agreement. The Human Resources Manager 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 Human Resources Manager. The Board shall have the discretion to decide if the Human Resources Manager shall continue to perform her duties during the 60 calendar day period after notice of termination is provided.

5. EVALUATION:

The Human Resources Manager shall be evaluated by the Superintendent or designee in accordance with the provisions of N.J.A.C. 6:3-4.2 and the policy and implementing procedures adopted by the Board.

6. SALARY:

The Board shall pay the Human Resources Manager an annual salary of **\$142,255** for the **2021-2022** school year at intervals consistent with the schedule of salary payments in effect for other non-bargaining unit employees.

7. HEALTH BENEFITS:

The Board will provide to the Human Resources Manager 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.

8. VACATION:

The Human Resources Manager shall receive thirty (30) days of annual vacation. 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 Human Resources Manager 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 1/240th of the Human Resources Manager's salary in effect at the time the vacation day was accrued. In the event of death of the Human Resources Manager payment for unused vacation days shall be made to her estate in accordance with the option selected by her executor.

9. HOLIDAYS:

The Human Resources Manager shall be entitled to the same number of paid holidays as is provided to administrators employed by the school district in general.

10. SICK LEAVE:

The Human Resources Manager 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 Human Resources Manager. Upon retirement the Human Resources Manager shall receive payment equal to the number of unused sick days multiplied by \$200 but not to exceed \$15,000. In the event of death of the Human Resources Manager prior to her having received payment for unused sick days, her estate shall be paid in accordance with the option selected by her executor.

11. LEAVES WITH PAY:

A. Personal Days

The Human Resources Manager 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 Human Resources Manager'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 Human Resources Manager's 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-10, 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 Human Resources Manager's 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.

12. PROFESSIONAL ORGANIZATION MEMBERSHIP DUES:

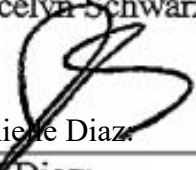

- A. The Board will pay 100% of the membership fees of the Human Resources Manager to a relevant state association. The Human Resources Manager may attend professional meetings of this organization.
- B. The Human Resources Manager may attend conventions with the prior approval of the Superintendent, 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.

13. TRANSPORTATION REIMBURSEMENT:

The Board shall reimburse the Human Resources Manager 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 Human Resources Manager's position, not to exceed \$1,000 per year at the state mileage rate.

14. EXECUTION:

Execution of this Agreement by the Human Resources Manager 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: 6/22/2021
Employee, Danielle Diaz: Employee, Danielle Diaz:	Date: 6/22/2021
 Shauna DeMarco, Acting Board Secretary:	Date: 6/22/2021