

**EMPLOYMENT AGREEMENT BETWEEN
THE TENAFLY BOARD OF EDUCATION AND VICTOR ANAYA**

This Agreement is made this 25 day of July, 2022 by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey (“the Board”), and Victor Anaya (“Anaya”), pursuant to the following terms.

1. EMPLOYMENT

The Board hereby employs Anaya, and Anaya hereby accepts employment, as School Business Administrator/Board Secretary for the Tenafly Public School District (“the District”) under the terms and conditions described in this Agreement. His employment shall be on a full-time, twelve- (12) month basis. During the term of this Agreement, Anaya 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 Anaya an annual salary of one hundred seventy-nine thousand nine-hundred dollars (\$179,900). His pay shall be issued at intervals consistent with the schedule of salary payments in effect for other certificated employees.

4. CERTIFICATION

Anaya represents to the Board that he possesses the School Business Administrator certification from the State of New Jersey, Department of Education, necessary to perform the duties of School Business Administrator.

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 Anaya. In the event Anaya 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 Anaya 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 Anaya shall be entitled to appear before the Board in executive session to discuss such alleged cause. He may be accompanied by legal counsel at his own expense. The Board shall provide Anaya with a written decision describing the results of the meeting.

7. EVALUATION

Anaya 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 shall provide to Anaya and his eligible dependents, if any, dental benefits as are provided in general to employees in the school district. Pursuant to applicable law and regulation, the employee shall contribute an amount towards payment of premiums. Anaya waives medical benefits.

9. LEAVES AND HOLIDAYS

- a. Sick leave. Anaya shall be entitled to fifteen (15) sick days per year with full pay. Any unused days shall accumulate from year to year. Should Anaya retire during the term of this Agreement, he 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). The Board shall pay such sum within thirty (30) days of his separation from employment for reason of retirement, unless the Parties agree otherwise in writing.
- b. Immediate-family sick leave. Anaya shall be entitled to five (5) days per year to attend to a serious illness or injury in his immediate family. "Immediate family" shall include a spouse, child, parent, sibling, parent-in-law, child-in-law, domestic partner as defined by N.J.S.A. 26:8A-4, or any relative living within Anaya's immediate household.
- c. Personal leave. Anaya shall be entitled to five (5) personal days per year at times approved by the Superintendent.
- d. Vacation. Anaya shall receive twenty-three (23) vacation days annually and may carry forward five (5) to the following school year for future use but not for reimbursement. Vacation days may be taken with the prior approval of the Superintendent. Anaya shall be entitled to payment for earned but unused vacation days upon his separation from employment with the Board, with such days paid at the rate of 1/260th of Anaya's base

salary. Payment shall be made by the Board within thirty (30) days of the date of separation, or during the next calendar year if Anaya so requests in writing to the Board.

- e. Bereavement Leave. Anaya shall annually be entitled to five (5) bereavement leave days, non-cumulative, in accordance with Board Policy and practice for other District administrative employees.
- f. Holidays. Effective July 1, 2022, Anaya shall be entitled to the same number of paid holidays as is provided to administrators employed by the Board in general. For the 2022–2023 school year, the designated holidays are:

DESIGNATED HOLIDAYS	CELEBRATED ON
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 16
Good Friday	Friday, April 7
Memorial Day	Monday, May 29

10. PROFESSIONAL DEVELOPMENT

- a. Membership in professional organizations. The Board shall pay all fees for Anaya’s membership in the following organizations:
 - i. Association of School Business Officials,
 - ii. New Jersey Association of School Business Officials,
 - iii. Bergen County Association of School Business Officials, and
 - iv. New Jersey Association of School Administrators.

- b. Attendance at workshops, conferences, seminars, and conventions. Anaya may attend professional meetings of the organizations identified above. With prior approval of the Superintendent, Anaya may take professional development courses and/or programs by organizations other than the professional organizations listed above, provided the courses or programs relate to Anaya's duties. Anaya 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.
- c. Maximum reimbursement. Reimbursement by the Board for Anaya's travel and expenses, professional development, professional organization memberships, dues, and conferences shall not exceed seven thousand ninety dollars (\$7,900).

11. REVOCATION CLAUSE

The Parties hereto agree that in the event that Anaya'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 Anaya is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction of the Commissioner of Education, all provisions of this Employee Agreement shall terminate and Anaya's employment shall cease.

12. 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 Executive County Superintendent. 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.

13. 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 same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

14. EXECUTION

Execution of this Agreement by Anaya connotes his 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

VICTOR ANAYA

BY: _____
JOCELYN SCHWARZ
President

Dated:

Dated:

WITNESS:

WITNESS:

Dated:

Dated: