



Human Resources Office
500 Tenafly Road, NJ 07670
Tel: 201-816-4519

2022-2023 SCHOOL YEAR CONTRACT

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

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 Danielle Diaz, (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 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, the Human Resources Manager 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 Human Resources Manager an annual salary of **\$146,238** for the **2022-2023** school year at intervals consistent with the schedule of salary payments in effect for other non-bargaining unit employees.

4. 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.

5. TERMINATION:

This Employee Agreement may be terminated for the following reasons:

- a. Death of the Human Resources Manager. In the event the Human Resources Manager 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 the Human Resources Manager 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 the Human Resources Manager 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 the Human Resources Manager with a written decision describing the results of the meeting.

6. EVALUATION:

The Human Resources Manager 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.

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. 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 20
Good Friday	Friday, April 7
Memorial Day	Monday, May 29

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 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 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 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 the Personnel Administrators Association and American Association of School Personnel Administrators. 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 \$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.

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:
Employee, Danielle Diaz:	Date:
Dr. Victor Anaya, Board Secretary:	Date: