



State of New Jersey
DEPARTMENT OF EDUCATION

300 North Avenue East
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PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

CHRISTOPHER HUBER
ACTING COMMISSIONER

DARYL PALMIERI
INTERIM EXECUTIVE COUNTY SUPERINTENDENT

April 24, 2024

Yolanda Koon, School Business Administrator/Board Secretary
Union Board of Education
2369 Morris Avenue
Union, NJ 07083

Dear Ms. Koon:

I have reviewed the employment contract for Marissa McKenzie, Assistant Superintendent of Business and Operations, in accordance with N.J.S.A. 18A:7-8(j) to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1.

Pursuant to N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:23A-3.1(c), all contracts for superintendents (including assistant, deputy, interim and acting superintendents) and business administrators must be reviewed and approved by an executive county superintendent prior to the approval and execution of the contracts by the board of education.

According to information provided by your school district, the board of education approved and executed this contract prior to my approval of the contract. By doing so, the board of education violated N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:23A-3.1(c). In addition to any consequences that may apply for violating that statute and regulation, the board of education will not receive points in Governance Indicator 3 through the New Jersey Quality Single Accountability Continuum process.

Although the board of education has not complied with the applicable statute and code, I have determined that all other provisions of the contract subject to my review are in compliance with applicable laws and regulations. As of the date of this letter, this contract is approved for a period commencing on July 10, 2024 through June 30, 2025

Sincerely,

A handwritten signature in blue ink, appearing to read "Daryl Palmieri".

Daryl Palmieri

Interim Executive County Superintendent

www.nj.gov/education

APPROVED

DP 4/24/24

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
MARISSA C. MCKENZIE**

1. PARTIES

Under this Employment Agreement, "District" or "Board" means Township of Union Board of Education, located at 2369 Morris Avenue, Union, New Jersey 07083.

"Employee" means Marissa McKenzie, a New Jersey resident.

District and Employee (the "Parties" or individually, "Party") agree to be legally bound by the terms and conditions of this employment Agreement.

2. TERM

The "Term" of this Agreement is for 1 year, commencing on July 10, 2024 ("Start Date"), and culminating on June 30, 2025.

3. POSITION / TITLE

During the Term, Employee shall serve as the Assistant Superintendent of Business and Operations.

4. TYPE OF EMPLOYEE

Employee shall be a 12-month employee.

5. NON-AFFILIATION

Employee's position / title is not affiliated with a collective negotiations unit.

6. POSITION / TITLE IS TENUREABLE UNDER N.J.S.A. 18A:17-2

The Parties understand, acknowledge, and agree that in accordance with N.J.S.A. 18A:17-2, Employee's position/title as Assistant Superintendent of Business and Operations is able to acquire tenure.

7. APPROPRIATE CERTIFICATE VERIFIED BY PARTIES

At all times during the Term, Employee shall be the holder of an appropriate certificate issued by the New Jersey Board of Examiners. The District has verified, and the Parties acknowledge, that Employee is the holder of an appropriate certificate, *i.e.*, the standard school business administrator certificate.

8. DUTIES, SUPERVISION RESPONSIBILITIES IN JOB DESCRIPTION; EMPLOYEE CONSENT & AMENDED BOARD-APPROVED JOB DESCRIPTION REQUIRED FOR MODIFICATIONS

Employee's duties and supervisory responsibilities shall be detailed in a Board-approved job description. The District shall not modify or revise the duties or supervisory responsibilities unless Employee consents and the Board approves the amended job description. The organizational chart shall be adjusted by August 1, 2024 to reflect the titles under the supervision of the Employee.

9. ANNUAL SALARY

For the Term, Employee shall be paid an Annual Salary of \$193,834.

10. SEMI-MONTHLY PAYMENTS OF SALARY

The Annual Salary shall be paid in equal installments based on the semi-monthly (twice-per-month) pay periods used by District.

11. TPAF PENSION ENROLLMENT WITHIN FIRST PAY PERIOD

Before the expiration of the first pay period, or by no later than July 15th of the Term, the District shall enroll Employee in the TPAF pensions system.

12. ANNUITY OPTIONS

During employment, Employee shall have the right to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq., and applicable tax laws, including Sections 403(b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

Upon separation or retirement from District, Employee shall have the option to direct all, some, or none of the supplemental compensation (e.g., vacation, sick, personal days, etc.) to an annuity option.

13. BENEFITS – INSURANCE (INCLUDING EMPLOYEE CONTRIBUTIONS)

District will provide Employee with individual employee and dependent coverage for the following benefits:

a) Medical

Employee's contribution to medical insurance shall be via payroll deduction and in accordance with N.J.S.A. 18A:16-17.

b) Prescription

Employee's contribution to prescription insurance shall be made via payroll deduction.

c) Dental

The Board shall provide the Employee with dental insurance at no cost to the Employee.

d) Vision

The Board shall provide the Employee with vision insurance at no cost to the Employee.

e) Supplemental Disability Plan and Flexible Spending Account (FSA)

Employee shall be entitled to enroll in a supplemental disability plan and flexible spending account.

14. EMPLOYEE'S PER DIEM RATE DEFINED

Employee's Per Diem Rate of pay is the current Annual Salary divided by 260.

15. LEAVE – VACATION (AMOUNT)

As of the first day of the Term, and annually on July 1st of each contract year, Employee shall receive 25 vacation days.

16. LEAVE – VACATION (ROLLING OVER VACATION DAYS INTO NEXT FISCAL YEAR)

Employee may carry over into the next fiscal year up to one-year's worth of vacation days.

17. LEAVE – VACATION (ROLLING OVER UNUSED VACATION DAYS DUE TO BUSINESS DEMANDS)

In accordance with the mandates of N.J.S.A. 18A:30-9, without regard to the carryover limitations, Employee shall be entitled to carry over into the next fiscal year all unused vacation days that were not used due to "business demands".

18. COMPENSATION FOR UNUSED VACATION DAYS UPON SEPARATION FROM DISTRICT / LIMITATIONS

Compensation for vacation days shall be in compliance with N.J.S.A. 18A:30-9 and N.J.S.A. 18A:30-9.1. Upon separation or retirement from the District, Employee shall be compensated for all Compensable Unused Vacation Days, if any, existing as of the Separation Date. Employee's compensation for each Compensable Unused Vacation Day shall be at Employee's Per Diem Rate. Compensable Unused Vacation Days includes all unused rolled over vacation days and the unused vacation days allotted for the Term, at the time of separation or retirement.

19. LEAVE – SICK DAYS (CARRYOVER FROM PRIOR EMPLOYER; DEDUCTED FIRST; NOT COMPENSABLE / SHALL NOT CREATE POLICY OR PRECEDENT FOR OTHER EMPLOYEES)

In accordance with N.J.S.A. 18A:30-3.2, Employee shall be entitled to carry over for use with District up to 80 accumulated, unused sick days from her prior school district employer. Before those sick days are credited for use with District, in accordance with N.J.S.A. 18A:30-3.3, Employee's prior school district employer shall promptly produce a certificate certifying the amount of Employee's accumulated, unused sick days upon separation.

The carried over sick days shall be deducted first from Employee's sick day allotment when sick days are used. The sick days received in accordance with this paragraph of the contract shall not be compensable upon retirement.

The sick day carryover agreement in this section is a negotiated contractual term between the Board and Employee, and shall not be deemed or construed as creating precedent or a uniform policy for sick day carryover. This agreement shall not, nor cannot, be deemed or construed as policy or precedent for carrying over sick days from a prior school district employer.

20. LEAVE – SICK DAYS (STATUTORY DEFINITION OF A SICK DAY SHALL APPLY)

Sick days may be taken for any of the reasons stated under N.J.S.A. 18A:30-1 (Definition of sick leave).

21. LEAVE – SICK DAYS/ FAMILY ILLNESS DAYS (ANNUAL AMOUNT)

As of the beginning of the Term, and annually on July 1st of each contract year, Employee shall receive 15 sick days/family illness days.

22. LEAVE – SICK DAYS/FAMILY ILLNESS DAYS (ROLLING OVER INTO NEXT FISCAL YEAR)

In accordance with N.J.S.A. 18A:30-3, all unused sick leave shall accumulate and roll over into the next contract year.

23. COMPENSATION FOR UNUSED, ACCUMULATED SICK DAYS ONLY UPON RETIREMENT / LIMITATIONS / PAYMENT TO ESTATE PROHIBITED

Unused sick leave shall be paid out only upon retirement from District, and will be capped at \$15,000. For determining compensation under this section, each unused, accumulated sick day existing as of the Retirement Date shall be valued at Employee's Per Diem Rate.

In accordance with N.J.A.C. 6A:23A-3.1(e)(8), Employee's estate shall not receive nor be entitled to payment for unused or accumulated sick days.

24. LEAVE – PERSONAL DAYS (ANNUAL AMOUNT)

As of the beginning of the Term, and annually on July 1st of each contract year, Employee shall receive 6 personal days.

25. LEAVE – PERSONAL DAYS (EXCESS UNUSED PERSONAL DAYS CONVERT TO SICK DAYS)

If Employee has unused personal days at the end of each contract year, those unused personal days shall be converted into sick days, and shall be added to the accumulated total of sick days in the next contract year.

26. PERSONAL DAYS COMPENSABLE UPON SEPARATION OR RETIREMENT

If Employee has unused personal days upon separation or retirement from the District, each unused personal day shall be compensated at Employee's Per Diem Rate.

27. LEAVE – BEREAVEMENT

For each case in which a relative dies, Employee shall be entitled to up to five business days as bereavement leave. One of the five days may be used to attend the funeral. A relative means the following: spouse, domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, and any person living in Employee's household.

28. LEAVE TIME IN FULL OR HALF-DAY INCREMENTS

All leave time shall be taken and deducted in either full days or half days only.

29. CONTRACTUAL DAYS OFF

Employee shall be entitled to all days off recognized in the annual school calendar, as well as all emergency, health, or safety related closures. Additionally, Employee shall be entitled to the following contractual paid days off:

- Independence Day Weekend
- Independence Day Weekend
- Labor Day Weekend
- Labor Day
- Yom Kippur
- Election Day (General)
- Teacher Convention
- Teacher Convention
- Thanksgiving Eve (Early Dismissal)
- Thanksgiving Weekend (Thanksgiving)

- Thanksgiving Weekend (Black Friday)
- Winter Recess (Early Dismissal)
- Winter Recess
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Spring Recess
- Eid Al-Fitr
- Memorial Day Weekend (Early Dismissal)
- Memorial Day
- Juneteenth

30. NJASBO MEMBERSHIP

The District shall pay for Employee's annual membership to the New Jersey Association of School Business Administrators (NJASBO), at a cost not to exceed \$1,250 annually.

31. NJSBA CONFERENCE

Subject to N.J.A.C. 6A:23A-7.1, et seq., the District shall pay for Employee's attendance at the annual autumn New Jersey School Boards Association (NJSBA) conference, inclusive of attendance fees, travel, parking, and hotel stay.

32. NJASBO CONFERENCE

Subject to N.J.A.C. 6A:23A-7.1, et seq., the District shall pay for Employee's attendance at the annual spring NJASBO conference, inclusive of attendance fees, travel, parking, and hotel stay.

33. AASPA CONFERENCE

Subject to N.J.A.C. 6A:23A-7.1, et seq., the District shall pay for Employee's attendance at the annual AASPA conference, inclusive of attendance fees, travel, parking, and hotel stay.

34. PROFESSIONAL MEMBERSHIPS, PROFESSIONAL DEVELOPMENT, AND SUBSCRIPTIONS

In addition to the aforementioned NJASBO membership and conference, and NJSBA conference, District shall contribute to Employee's professional memberships, professional development programs, and subscriptions, at a cost not to exceed \$10,000 annually.

35. TUITION ASSISTANCE OR REIMBURSEMENT

In accordance with N.J.S.A. 18A:6-8.5, the District shall render direct payment or reimburse Employee for tuition for courses taken during the Term of this Agreement in an amount not to exceed \$5,000 annually.

To qualify for direct payment tuition assistance or tuition reimbursement:

- a) The courses must be graduate level (undergraduate courses will be reimbursed only if it is a course requirement toward the earning of a graduate level degree);
- b) The course must be taken in a program culminating in a graduate or professional degree or certification, conferred by a regionally accredited college or university as defined in N.J.A.C.

6A:9-2.1; and

- c) The coursework must be toward the acquisition of a graduate degree conferred by a regionally accredited institution college or university as defined in N.J.A.C. 6A:9-2.1.

36. NJ EXCEL TUITION & FEES

The District shall pay for Employee's tuition and fees for the NJEXCEL program, at either the Model 1, 2, 3, 4, or 5 levels.

37. TRAVEL REIMBURSEMENT

Employee shall receive travel reimbursement for parking, tolls, and travel at the rate published by the New Jersey Department of Treasury, Office of Management and Budget, of \$0.47 per mile (47 cents per mile) for non-commuting travel, in accordance with N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7.1, et seq. Employee shall keep accurate mileage records submitted to the Superintendent monthly or quarterly, and will not seek reimbursement for travel that is a part of Employee's daily commute.

Mileage reimbursement shall be applicable only when Employee is using a personal vehicle. Parking and tolls reimbursement shall apply when Employee is driving a District-owned vehicle if the payment is made from Employee's personal funds.

38. OTHER REIMBURSEMENTS

Employee may be reimbursed for reasonable and necessary out-of-pocket expenses in accordance with N.J.S.A. 18A:11-12 and the NJOMB Circular.

39. CELL PHONE

Under N.J.A.C. 6A:23A-8.1(c)(2)(i), the District shall supply Employee with a modern cell phone with active service to use for business purposes. The cell phone shall have the capabilities of making and receiving calls, sending and receiving text messages, accessing the Internet, taking photos, and accessing and using apps such as Zoom and Google Meet.

40. LAPTOP

Under N.J.A.C. 6A:23A-8.1(c)(2)(i), the District shall supply Employee with a modern laptop to use for business purposes. The laptop shall be outfitted with the Microsoft Office Suite to include MS Word, MS Excel, and MS PowerPoint, and shall have the ability to access the Internet, as well as a camera for Zoom meetings.

41. IPAD OR TABLET

Under N.J.A.C. 6A:23A-8.1(c)(2)(i), the District shall supply Employee with a modern iPad or tablet to use for business purposes.

42. PERSONNEL FILE REVIEW

Employee shall be entitled to review her personnel file, and may demand that inappropriate or illegal items be removed from it.

43. STATUTORY INDEMNITY

District hereby recognizes its legal obligation to provide indemnification in accordance with

N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

44. AUTOMATIC TERMINATION OF AGREEMENT – DEATH OF EMPLOYEE / COMPENSATION

This Agreement shall be automatically terminated in the event of Death of Employee. If this Agreement is automatically terminated due to the Death of Employee, then Employee's estate shall be entitled to receive any salary (but only for work already performed), reimbursements, compensable leave (*e.g.*, unused vacation and personal days), or other payments due and owing under this Agreement, if any, up until the date of death. In accordance with N.J.A.C. 6A:23A-3.1(e)(8), Employee's estate shall not receive or be entitled to payment for unused or accumulated sick days.

45. TERMINATION BY MUTUAL AGREEMENT OF PARTIES

This Agreement may be terminated by mutual written agreement of the Parties.

46. TERMINATION BY EMPLOYEE – RESIGNATION LETTER AND 60-DAY ADVANCE NOTICE REQUIRED

This Agreement may be terminated by Employee by giving District at least 60 days' advance written notice of the intention to terminate the Agreement (*i.e.*, Resignation Letter). The Resignation Letter shall be addressed to the Superintendent, and shall state specifically Employee's last date of employment with District.

47. STREAMLINED ACQUISITION OF TENURE UNDER N.J.S.A. 18A:17-2(b)(1)

The Parties understand, acknowledge, and agree that in accordance with N.J.S.A. 18A:17-2(b)(1), the Board may affix a shorter period to attain tenure. To that end, Employee shall acquire tenure in the position/title of Assistant Superintendent of Business and Operations after serving 120 calendar days in the position/title.

48. NO DISMISSAL, SUSPENSION, OR REDUCTION IN COMPENSATION UNLESS TENURE CHARGED

As per N.J.S.A. 18A:17-2, as a result of Employee's tenure, the Board shall not terminate, dismiss, suspend, or reduce compensation of Employee "except for neglect, misbehavior or other offense and only in the manner prescribed by subarticle B of article 2 of chapter 6 of this title" unless it is or just cause and meets the standards/criteria under N.J.S.A. 18A:17-1 and N.J.S.A. 18A:17-2.

49. AUTOMATIC RENEWAL OF CONTRACT

Upon the acquisition of, and as a result of, tenure in the position/title, this Agreement shall be automatically renewed, for the same terms and conditions plus salary increase, unless Employee and Board agree to a new contract.

50. GOVERNING LAW

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to any jurisdiction's conflict of laws rules.

51. DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any clause or provision of this Agreement.

52. SAVINGS CLAUSE

During the Term, if a specific section, subsection, paragraph, sentence, phrase, word, or other clause within this Agreement is declared or adjudged to be illegal, against public policy, void, or ineffective, the remainder of the Agreement shall not be affected by the declaration or judgment, and shall remain in full force and effect.

53. COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the Parties and supersedes all prior, oral or written, negotiations, representations, and agreements. This Agreement cannot be modified unless the Parties agree in writing, and that new agreement is signed by Employee, Board President, and Superintendent.

[SIGNATURES ON NEXT PAGE]

BY SIGNING BELOW, the Parties intend to be legally bound by this Agreement:

EMPLOYEE

By: _____ Dated: ____ / ____ / 2024
Marissa McKenzie
Assistant Superintendent of Business and Operations

TOWNSHIP OF UNION BOARD OF EDUCATION

By: _____ Dated: ____ / ____ / 2024
Chastity Santana
Board President

By: _____ Dated: ____ / ____ / 2024
Dr. Gerry Benaquista
Superintendent

Date of Executive (Union) County Superintendent approval: ____ / ____ / 2024

Date of Township of Union Board of Education approval: ____ / ____ / 2024

ASSIST. SUPERINTENDENT OF BUSINESS & OPERATIONS

Detailed Statement of Contract Costs

APPROVED

DP 4/24/24

District: UNION TOWNSHIP PUBLIC SCHOOLS
 Name: Marissa C. McKenzie
 Date BOE Authorized Submission to County Office
 District Grade Span
 On Roll Students as of 10-15

4/11/2024
PREK-12
7,790

Contract Term:	2024-25	2025-26	Dif.	% dif
Salary				
Salary	\$ 193,834	\$ -	\$ (193,834)	-100.00%
Pier Diem		\$ -		
Longevity	\$ -	\$ -	\$ -	#DIV/0!
Shared Service	\$ -	\$ -	\$ -	#DIV/0!
Total Annual Salary	\$ 193,834	\$ -	\$ (193,834)	-100.00%
Additional Salary				
Quantitative Merit Goals	\$ -	\$ -	\$ -	#DIV/0!
Qualitative Merit Goals	\$ -	\$ -	\$ -	#DIV/0!
Total Additional Salary	\$ -	\$ -	\$ -	#DIV/0!
Total Annual Salary plus Additional Salary	\$ 193,834	\$ -	\$ (193,834)	-100.00%

Board Contribution for Cost of Premiums for:

Health Insurance	\$ 45,972	\$ -	\$ (45,972)	-100.00%
Prescription Insurance	\$ -	\$ -	\$ -	#DIV/0!
Dental Insurance	\$ 1,640	\$ -	\$ (1,640)	-100.00%
Vision Insurance	\$ 108	\$ -	\$ (108)	-100.00%
Disability Insurance	\$ -	\$ -	\$ -	#DIV/0!
Long-term Care Insurance	\$ -	\$ -	\$ -	#DIV/0!
Life Insurance	\$ -	\$ -	\$ -	#DIV/0!
Other Insurance - Describe:	\$ -	\$ -	\$ -	#DIV/0!
Waiver of Benefits	\$ -	\$ -	\$ -	#DIV/0!
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	#DIV/0!
Board Contribution for Cost of Premiums	\$ 47,720	\$ -	\$ (47,720)	-100.00%
Employee contribution to health benefits as per law	\$ 9,000	\$ -	\$ (9,000)	-100.00%
Total Health Benefit Compensation	\$ 38,720	\$ -	\$ (38,720)	-100.00%

Other Compensation

Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 500	\$ -	\$ (500)	-100.00%
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 10,000	\$ -	\$ (10,000)	-100.00%
Tuition Reimbursement	\$ 5,000	\$ -	\$ (5,000)	-100.00%
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	#DIV/0!
National/State/County/Local/Other Dues	\$ -	\$ -	\$ -	#DIV/0!
Subscriptions	\$ -	\$ -	\$ -	#DIV/0!
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 900	\$ -	\$ (900)	-100.00%
Computer for Home use, including supplies, maintenance, internet	\$ 5,000	\$ -	\$ (5,000)	-100.00%
Other - Describe:	\$ -	\$ -	\$ -	#DIV/0!
Total Other Compensation	\$ 21,400	\$ -	\$ (21,400)	-100.00%

Sick and Vacation Compensation

Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ -	\$ (15,000)	-100.00%
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 18,638	\$ -	\$ (18,638)	-100.00%
Total Sick and Vacation Compensation	\$ 33,638	\$ -	\$ (33,638)	-100.00%
TOTAL CONTRACT COSTS	\$ 287,592	\$ -	\$ (287,592)	-100.00%