

MILLSTONE TOWNSHIP SCHOOL DISTRICT
CONTRACT AGREEMENT

THE BOARD OF EDUCATION OF THE TOWNSHIP OF MILLSTONE, County of Monmouth, and State of New Jersey, 5 Dawson Court, Millstone Township, New Jersey, hereinafter referred to as “The Board”, and

Bernard Biesiada, 5 Dawson Court Millstone Township, NJ 08535, hereinafter referred to as Mr. Biesiada.

WHEREAS, it is mutually agreed as follows:

I. EMPLOYMENT

The Board hereby employs Mr. Biesiada as Business Administrator/Board Secretary of the Township of Millstone, Monmouth County, New Jersey, and Mr. Biesiada hereby accepts employment in such capacity upon the terms and conditions hereinafter set forth. The Board’s action in employing Mr. Biesiada is in accordance with a Resolution duly adopted by the Board at a public meeting held on June 14, 2021.

II. TERM

The term of this Agreement shall be for a period of time commencing July 1, 2021 to June 30, 2022.

III. COMPENSATION

The Board shall pay to Mr. Biesiada for all services rendered by Mr. Biesiada in his capacity as Business Administrator/Board Secretary an annual salary of \$178,490 Said compensation shall be payable to Mr. Biesiada in 12 semi-monthly installments.

The Board will grant Mr. Biesiada a yearly increase to be determined upon completion of his annual performance review.

IV. FRINGE BENEFITS AND DEDUCTIONS

A. Unless otherwise set forth herein, Mr. Biesiada shall be entitled to the following fringe benefits:

1. The Board shall provide Mr. Biesiada with group family health insurance plan, group family prescription coverage and the group family dental insurance plan through the NJSEHBP, Direct 15 or equal to or better plan. Contributions by Mr. Biesiada shall be in accordance with P.L. 2011, chapter 78.

2. Mileage/meals reimbursement: Mr. Biesiada shall be entitled to a car allowance of \$125.00 per month. In consideration for the same, Mr. Biesiada shall not be entitled to any mileage reimbursement. Mr. Biesiada shall be entitled to the maximum per diem GSA allowance for meals and incidentals when required to be away from the district in performance of duties.
3. Mr. Biesiada shall be reimbursed for graduate courses at an accredited institution subject to the following conditions:
 - a. All graduate courses must be directly related to Mr. Biesiada's current area of professional responsibility, and must receive the prior approval of the Superintendent.
 - b. Reimbursement shall be paid up to but not exceeding the per credit rate charged at Rutgers University as of July 1 of each school year.
 - c. The Superintendent must approve courses in advance and Mr. Biesiada must receive a "B" or better, or its equivalent, to be eligible for reimbursement. Official transcripts of the grade and proof of tuition payment must be submitted.
 - d. The maximum of 3 credits can be taken annually. Application for reimbursement will be approved upon date of application, matriculation, status and relevance of the course to Mr. Biesiada's assignment and as set forth in this article.
 - e. Reimbursement must be requested no later than two (2) months after the approved graduate course(s) have been completed. Payment will be made within thirty (30) days following proof of successful completion of the course(s) of study.
4. Mr. Biesiada will be reimbursed for expenses to attend conferences or workshops to enhance his professional growth with prior approval from the Superintendent. The maximum total payments to be made by the Board of Education shall not exceed one-thousand seven hundred dollars (\$1,700) for the 2021-2022 school year.
5. Mr. Biesiada is entitled to twelve (12) sick days per school year. Unused days will accumulate without limit.
6. Accumulated Sick Leave Retirement Benefit Plan – if Mr. Biesiada retires with at least twelve (12) years of service with Millstone Township School District and has accumulated sick leave at the time of retirement, he will be compensated for accumulated sick leave at the rate of one hundred dollars (\$100.00) per day for 50% of the sick leave

balance. Written notice of intent to retire must be submitted to the Superintendent's office ninety (90) days prior to the issuance of the accumulated sick leave retirement/benefit. The maximum payout for this benefit is \$15,000.

7. Mr. Biesiada shall be entitled to twenty-four (24) annual vacation days to be applied in accordance with existing Board policy.
Mr. Biesiada shall be entitled to all holidays declared by the Board which are identified on the school calendar; however, when school is dismissed for the summer, Mr. Biesiada shall be entitled to all holidays declared by the Board for all other central office administrators on twelve (12) month contract.
8. Mr. Biesiada shall be entitled to up to three (3) days of absence for personal, legal, business, household or family matters, including illness in the family, which would require absence during school hours may be provided per annum. At the end of each school year, unused personal days may be converted to supplemental sick days, which may not be used until regular sick days have been used. These days may not be used for reimbursement of sick leave at retirement.
9. Mr. Biesiada shall be entitled to up to five (5) consecutive calendar days for death in the immediate family. The immediate family shall be defined as husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandchild and other members of the immediate household. At the discretion of the Superintendent, a total of two (2) additional workdays may be granted for the death in the immediate family, or to attend the funeral of another relative who is not a member of the immediate family.
10. Mr. Biesiada shall be granted an allowance of up to three (3) emergency family leave days per year due to an illness in his immediate family. Immediate family is defined in item 9 above.
11. Leaves taken pursuant to 8, 9 and 10 above shall be in addition to any sick leave to which Mr. Biesiada is entitled by law.
12. There shall be deducted from Mr. Biesiada's salary all deductions necessary for members of the Teachers' Pension and Annuity Fund.
13. Vacation days may be taken with prior approval of the Superintendent or his/her designee.
14. A schedule of requested vacation days that will be taken over the summer would be submitted to the Superintendent for his/her approval by June 1. Any unused vacation days up to twelve (12) days in any

school year may be carried over to the next school year, upon the approval of the Superintendent.

15. Mr. Biesiada shall be entitled to professional dues paid by the Board with a \$1,200 maximum subject to the Superintendent's approval.
16. The Business Administrator shall contribute towards health benefits. An amount equal to 7.2%, of his /her base salary (capped at \$125,000) of the Board's cost for health and prescription coverage. Said deduction will be done in compliance with IRS section 125 rules and regulations.

V. DUTIES

Mr. Biesiada shall have the following duties as Business Administrator/Board Secretary:

1. It is a condition of Mr. Biesiada's employment under this Agreement that he shall perform all duties prescribed by law for the offices of Business Administrator/Board Secretary as well as all duties included in the Job Description prepared by the Millstone Township Board of Education for the position of Business Administrator/Board Secretary, including such modifications, amendments, or additions as may be made to such legal description of job description during the term of his employment and such other duties as may be required by New Jersey statute, regulation and/or Board policy.
2. Mr. Biesiada's employment shall be subject to all existing Board policies whether pertaining to his employment or otherwise, and those Board policies adopted by the Board from time to time during the term of this Agreement. However, in the event any Board policy is in conflict with a specific provision of this Agreement that the provision of this Agreement shall govern.
3. Mr. Biesiada shall perform any reasonably required tasks and duties, which the Superintendent may deem necessary during the term of this Agreement.
4. Mr. Biesiada agrees to devote all necessary time, skill, labor and attention to the employment specified in this Agreement during the term of the Agreement. He further agrees to obtain the approval of the Superintendent before engaging in professional obligations and activities which are not specifically referenced within this Agreement, and agrees that such obligations and activities shall not be in conflict with his responsibilities to the Board under this Agreement, and shall be scheduled at times when his services are not required by the Board.

5. The Board will provide the Business Administration/Board Secretary with the use of appropriate technology devices for use in the performance of his duties. The Business Administration/Board Secretary shall be permitted incidental personal use

VI. EVALUATION

Mr. Biesiada will be formally evaluated annually by the Superintendent. His performance as Board Secretary will be evaluated annually by the Board of Education. The instrument used for evaluation purpose will be developed by the Superintendent and/or the Board of Education.

VII. MODIFICATION

This agreement contains the entire understanding between the parties. No modifications, alterations or amendment of this agreement shall be effective unless same shall be in writing and signed by both of the parties hereto. All amendments must be approved by the Executive County Superintendent and a public hearing must be held as per NJAC Title 6A:23A-3.1 and NJSA 18A:11-11.

VIII. CONFLICT

In the event of any conflict between the terms, conditions and provisions of the Agreement and the provisions of the Board's policies or any permissive federal or state law, the terms of the Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

IX. SAVING CLAUSE

If, during the term of the Agreement, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in force.

X. TERMINATION

It is agreed between the parties, hereto, that this contract of employment may be any time, hereafter, with or without cause, be terminated by Mr. Biesiada, upon giving sixty (60) days notice, in writing, or intention to terminate same, without recourse, hearing, or necessity of explanation. Mr. Biesiada, having acquired tenure, shall hold his office under tenure during good behavior and efficiency and shall not be dismissed, suspended, or reduced in compensation, except for neglect, misbehavior or other offense and only as prescribed by sub-article B of article 2 of chapter 6 of N.J.S. 18A

XI. SHARED SERVICES AGREEMENT

In the event the Board enters into a shared services agreement wherein it provides the services of the School Business Administrator to another school district, the Board shall provide the School Business Administrator with either a \$12,294 increase in salary or \$ 12,294 stipend, to be determined in the Board's sole discretion. The stipend or salary increase shall remain in effect only for the duration of the shared services agreement. The stipend or increase shall be pro-rated for any partial school year it is in effect.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 14th day of June, 2021.

BOARD OF EDUCATION OF THE TOWNSHIP OF MILLSTONE, MONMOUTH COUNTY, NEW JERSEY

BY _____ Date
Cynthia Bailey, Board President

BY _____ Date
Superintendent

BY _____ Date
Bernard Biesiada
Business Administrator/Board Secretary

BY _____ Date
Dr. Lester W. Richens
Executive County Superintendent of Schools



State of New Jersey

Department of Education
Monmouth County Office
4000 Kozloski Road
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Phone: (732) 431-7810
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ANGELICA ALLEN-McMILLAN, Ed. I
Acting Commissioner

Dr. LESTER W. RICHENS
Interim Executive County Superintendent

June 10, 2021

Dr. Christopher Huss
Superintendent of Schools
Millstone Township School District
5 Dawson Court
Millstone, NJ 08535

Dear Dr. Huss:

I have reviewed the employment contract for Mr. Bernard Biesiada, as School Business Administrator/Board Secretary, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2021 through June 30, 2022.

If there are any changes to the terms of this contract, you will need to submit it to Dr. Lester W. Richens, Interim Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

FOR ANNUAL CONTRACTS:

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Sincerely,

Dr. Lester W. Richens
Interim Executive County Superintendent

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