

**MANSFIELD TOWNSHIP BOARD OF EDUCATION  
SPECIAL MEETING MINUTES  
JULY 17, 2014**

**CALL TO ORDER**

Mr. Barlow opened the July 17, 2014, Meeting of the Mansfield Township Board of Education at 6:09 p.m. with the following statement:

In accordance with the New Jersey Open Public Meetings Law, the time, date, and location of this meeting was sent to the Star-Gazette and Express-Times, July 7, 2014, was posted in the municipal building and the school lobby, and is on file with the Township Clerk.

**Salute to the Flag**

**Roll Call**

Present: Mr. Tim Barlow  
Mr. Michael Coombs  
Ms. Desiree Mora-Dillon  
Mr. John Falco  
Ms. Tracey Janowski  
Ms. Sharon McAlpin  
Mr. James Momary  
Mr. Jason Winch

Absent: Ms. Karri Reyes

Also present were: Mr. Kemp, Mr. Melitsky and Mrs. Roszkowski.  
Community: No community and/or staff members were present.

**Communications**

The following items were read:

- |    |   |                               |
|----|---|-------------------------------|
| 1. | Mrs. Jo Ann Zarrillo's June 30, 2014, correspondence informing the Board of her resignation/retirement effective June 30, 2014. | Jo Ann Zarrillo<br>Retirement |
| 2. | Mrs. Amy Kemp's July 1, 2014, letter requesting to extend her unpaid leave until December 31, 2014.                             | Amy Kemp<br>Unpaid LOA        |

**ADMINISTRATIVE REPORT**

Mr. Kemp reported the following:

1. There were 0 allegations of HIB reported. HIB
  
2.
  - a. We received a rating of AA- for our Bond Sale (stronger than state of NJ). Bond Sale
  
  - b. Bonds sold for 3.01%, lower than the 4% anticipated which will save the taxpayers money. These debt service payments do not begin until next July so that is when the anticipated saving will begin. We anticipate saving \$435,000 over the course of the twenty-year bond (equivalent to one year of principal and interest payments).
  
3.
  - a. On July 16<sup>th</sup> John and I both attended a 6 hour Legal One Workshop entitled “School Law Update” as part of our professional development plans. The workshop covered an array of legal topics. Professional Development
  
  - b. Recommendation on HIB procedures:
    - 1) After reporting of any investigations and findings at one meeting, the next meeting we will have a resolution for the board to vote to affirm the findings.
  
    - 2) Board also has the option to reject or to modify the findings.
  
4.
  - a. Work has begun on the student bathrooms and the Nurse’s bathroom. Referendum Projects’ Status
  
  - b. The concrete slab over the oil tank is ready to be poured tomorrow. We are getting a price on a monitoring gauge as we had to replace some rotting parts. A wire for the gauge was run just to have everything ready.

- c. The area for the storage building has been marked out.
- 5. John, Patti-Jo, and I have been busy interviewing for the speech, 4<sup>th</sup> grade, and special education positions. We expect to have three candidates for the August meeting. Interviews

**PUBLIC PARTICIPATION**

- 1. None

**CONSENT AGENDA**

- 1. **MOTION by Mr. Coombs, second by Ms. Janowski** and carried by majority vote [with Messrs. Coombs and Falco, and Mrs. McAlpin abstaining] that the Board approve the minutes of the following meeting: **Minutes**
  - June 26, 2014, Work Session;
  - June 26, 2014, Executive Session
  
- 2. **MOTION by Mr. Coombs, second by Ms. Janowski** and carried by unanimous vote that the Board approve the following corrections to the minutes of the June 12, 2014, meeting: **Minutes  
Corrections**
  - Add the following notation to Motion 3, Policy/Curriculum/Facilities: “. . . with Mrs. Reyes abstaining.”
  - Add the following notation to Motion 1, Bills List: “. . . with Mr. Momary abstaining on Check #24936.”

**APPROVAL AGENDA  
POLICY/CURRICULUM/FACILITIES**

1. **MOTION by Mr. Falco, second by Ms. Janowski** and carried by unanimous vote that the Board set lunch prices for the 2014/2015 school year as follows: **Lunch Prices**

| Program            | Full Price | Reduced Price |
|--------------------|------------|---------------|
| Lunch              | \$2.65     | \$0.40        |
| Breakfast          | \$1.40     | \$0.30        |
| After School Snack | \$0.60     | \$0.15        |
| Adult              | \$4.00     | N/A           |

Note: The federal government requires that their "Price Adjustment Calculator" be used to determine the district's lunch price. We were required to raise the lunch price five cents according to the fed's calculator.

**APPROVAL AGENDA  
PERSONNEL**

1. **MOTION by Mr. Momary, second by Ms. Janowski** and carried by unanimous vote that the Board approve Mrs. Amy Kemp's request to extend her "unpaid maternity leave until December 31, 2014." **Mrs. Amy Kemp – Unpaid LOA**
2. **MOTION by Mr. Momary, second by Ms. Janowski** and carried by unanimous vote that the Board adjust the substitute teacher rate to \$80 per day for certified teacher and to \$75 per day for a sub without a teaching certificate, as recommended by the Superintendent. **Substitute Teacher Rate Adjustments**
3. **MOTION by Mr. Momary, second by Ms. Janowski** and carried by unanimous vote that the Board adjust the substitute custodian/summer work rate \$11.00 per hour, as recommended by the Superintendent. **Substitute Custodian Rate Adjustment**
4. **MOTION by Mr. Momary, second by Ms. Janowski** and carried by unanimous vote that the Board Accept Mrs. Jo Ann Zarrillo's resignation/retirement effective June 30, 2014, with regret. **Mrs. Jo Ann Zarrillo Retires**
5. **MOTION by Mr. Momary, second by Ms. Janowski** and carried by unanimous vote that the Board approve the following personnel for summer work as Tech Aides at a rate of \$11.00 per hour starting on or **Tech Aides**

about July 15, 2014, through August 31, 2014, as recommended by the Superintendent:

- Liz Gensheimer
- Erica Croat (pending criminal history check and under the emergent hire provision)

**APPROVAL AGENDA  
FINANCE**

1. **MOTION by Ms. Janowski, second by Mr. Winch** and carried by unanimous vote that the Board approve the following bills lists: **Bills**
  - June 27, 2014, to June 30, 2014, in the amount of \$54,410.86;
  - July 1, 2014, to July 17, 2014, in the amount of \$457,544.44.
  
2. **MOTION by Ms. Janowski, second by Mr. Winch** and carried by unanimous vote that the Board approve Funds Transfers as per the report dated July 17, 2014, in the following amounts: **Transfers**
  - Fund 10: \$732,735.88\*
  - Fund 20: \$305,148.07\*
  - Fund 30: \$159,946.00\*
  - Fund 60: \$ 15,190.00\*

\*These transfers represent all transfers for the entire year. Transfers for the period from June 27, 2014, to June 30, 2014, are as follows:

  - Fund 10: \$210,604.79
  - Fund 20: \$ 5,048.82
  - Fund 60: \$ 8,675.00
  
3. **MOTION by Ms. Janowski, second by Mr. Winch** and carried by unanimous vote that the Board approve the submission of the FY2014/FY2015 IDEA Grant to the Department of Education in the following amounts: **IDEA Grant Submission**
  - IDEA Basic: \$174,407
  - IDEA P/S: \$ 6,987
  
4. **MOTION by Ms. Janowski, second by Mr. Winch** and carried by unanimous vote that the Board approve a first year contract with Maschio's Food Services, Inc. which shall begin on September 1, 2014, and terminate on June 30, 2015 (Year 1 of contract) as follows: **Food Service Management Company**

- Management fee of \$9,500;
- Administrative fee of \$0; and
- A guaranteed profit of \$5,000 with the following guarantee conditions:
  - a) There shall be no change in the LEA's policies, practices and service requirements including changes in bell schedules and or meal service periods.
  - b) The proposed pricing schedule is approved.
  - c) The proposed staffing schedule is approved with no alterations.
  - d) The state or federal minimum wage rate and taxes in effect as of January 1, 2014, shall remain consistent throughout the year.
  - e) The projected number of service days for lunch will be the following:
    - 166 Elementary School
    - \_\_\_\_\_ Middle School
    - \_\_\_\_\_ High School
  - f) There shall be no reduction in service days due to inclement weather schedule changes i.e. early dismissal, delayed opening.
  - g) The government reimbursement rates shall be no less than the rates for the 2013-2014 school year.
  - h) Vendor prices shall remain constant throughout the year.
  - i) Average daily attendance shall remain at the same level as stated in the RFP specifications.
  - j) The number of free and reduced price participants shall remain at the same level as stated in the RFP specifications.
  - k) USDA donated foods including both entitlement and bonus foods, and including the value of donated foods contained in processed end products will be no less than the 2013-2014 school year.
  - l) Usable USDA donated foods, of adequate quality and variety required for FSMC's proposed menu will be valued at no less than the 2013-2014 value per reimbursable meal.
  - m) There shall be no restrictions in a la carte sales. Sales will be permitted at all locations for the term of this contract.

- n) Service hours, service requirements type or number of facilities selling food and/or beverages on Local Education Agency's premises shall remain consistent throughout the year.
- o) There shall be no competitive sales during all service hours.
- p) Any changes in legislation, regulations, reimbursement rates, meal components and quantities required by the Child Nutrition Programs or changes in the State's School Nutrition Policies will affect the guarantee.
- q) Due to the volatile nature of raw material costs, Maschio's and the Local Education Agency shall review quarterly, costs associated with paper and plastic supplies and fuel surcharges on other deliveries. Any changes in Maschio's costs shall result in an appropriate change in the guarantee.
- r) There will be no cessation of labor within the LEA that would adversely affect sales.
- s) The Local Education Agency shall make payment to Maschio's for the entire amount of fees, costs and expenses which Maschio's shall have incurred as the result of union organizational activities and participation in administrative proceedings involving the unionization of personnel, which were unknown to the officers of Maschio's at the time of execution of this contract.
- t) The number of eligible free and reduced students will be at least equal to the number of free and reduced eligible students in the 2013-2014 school year.
- u) The LEA agrees to reimburse the food service account for the amount of unpaid charged meals either monthly or annually.
- v) The FSMC will not be responsible for sales decrease due to allowances given by the LEA for students to purchase lunches off campus if that allowance was not stated in the RFP.
- w) Maschio's assumes that all data in the RFP is accurate. Maschio's financial projections are based on the previous years' operating statements and meal counts. Should the counts be in question, Maschio's reserves the right to negotiate any questioned accounting and meal counting practices. If it is determined that meal counts and participation rates were overstated, the guarantee will be adjusted accordingly.
- x) Any additional costs associated with breakfast will reduce the guarantee.

- y) The projected number of service days for breakfast will be the following:
- 180 Elementary School  
 \_\_\_\_\_ Middle School  
 \_\_\_\_\_ High School
- z) The number of schools/sites which qualify for severe need breakfast reimbursement rates shall not decrease during the term of this agreement.
- aa) Any mandated expenses by either the federal or state governments regarding employee health care costs will reduce the guarantee in the amount of the actual cost of those expenses.
- bb) The FSMC has not taken into account the effect of breakfast meals distributed under the LEA's humanitarian meal policy in establishing the guarantee. Any changes in the value of breakfast distributed under such policy that would negatively affect the guarantee will result in an appropriate adjustment thereof.
- cc) The FSMC has not taken into account the effect of lunch meals distributed under the LEA's humanitarian meal policy in establishing the guarantee. Any changes in the value of lunch distributed under such policy that would negatively affect the guarantee will result in an appropriate adjustment thereof.
- dd) The cost of providing alternate and standard humanitarian meals at no cost to students shall be excluded from the calculation of financial results for purposes of determining achievement of the financial guarantee. Humanitarian meals shall mean alternate meals provided at no cost to students who are unable to pay the full or reduced price for a reimbursable meal. The cost of such alternate meals shall be billed to and paid for by the LEA. If a standard reimbursable meal is provided, the standard meal price, paid or reduced, will be charged to and paid by the LEA.

*Note: Dowling Food Services also bid on the food service program. Their management fee was \$9,700.20 + an Administrative Fee of \$1,174.80 for a total of \$10,875.*

5. **MOTION** by Ms. Janowski, second by Mr. Winch and carried by unanimous vote that the Board approve the Treasurer's and Secretary's monthly financial reports as of May 31, 2014, with a balance of \$1,872,986.16.

**Secretary/  
Treasurer's  
Reports**



6. **MOTION by Ms. Janowski, second by Mr. Winch** and carried by unanimous roll call vote that the Board adopt the following resolution: **Certification**

Resolve that after review of the Secretary's Monthly Financial Report (appropriations section) and consultation of the appropriate district officials, this Board of Education certifies that no major account or fund has been over expended in violation of NJAC 6:23-16.10(c)3 for the months of May 31, 2014, with a balance of \$1,872,986.16.

7. **MOTION by Ms. Janowski, second by Mr. Winch** and carried by unanimous vote that the Board adopt the following **Resolution to join NJSIG (New Jersey Schools Insurance Group)**: **NJ School Insurance Group**

**WHEREAS**, the **NJSIG** seeks to provide its members with protection, services and savings relating to insurance and self-insurance;

**WHEREAS**, two or more educational institutions have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 18A:18B-1 *et. seq.* and the regulations promulgated pursuant thereto;

**WHEREAS**, the **Educational Institution** has resolved to apply for and/or renew its membership with **NJSIG**; and

**WHEREAS**, the **Educational Institution** certifies that it has not defaulted on a claim, and has not been cancelled for non-payment of insurance premium for a period of at least two (2) years prior to the date of its application to **NJSIG**.

**NOW, THEREFORE**, it is agreed as follows:

1. The **Educational Institution** hereby establishes/renews its membership with **NJSIG** for a three (3) year period, beginning July 1, 2014, and ending July 1, 2017 at 12:01 a.m. eastern standard time.
2. The **Educational Institution** agrees to participate in **NJSIG** with respect to the types of coverage stated in the Renewal of Membership Resolution, attached hereto as Exhibit "A".
3. The **Educational Institution** hereby ratifies and affirms the bylaws and other organizational and operational documents of **NJSIG** and as from time to time amended by **NJSIG** and/or Department of Banking and Insurance in accordance with the applicable statutes and regulations as if each and every one of said documents were re-executed contemporaneously herewith.
4. The **Educational Institution** agrees to be a participating member of **NJSIG** for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership, including, but not limited to the **NJSIG** Plan of Risk Management.
5. In consideration of membership in **NJSIG**, the **Educational Institution** agrees that for those types of coverage in which it participates, the **Educational Institution** shall jointly and severally assume and discharge the liability of each and every member of **NJSIG** all of whom, as a condition of membership in **NJSIG**, shall execute a verbatim counterpart to this Agreement. By execution

hereof the full faith and credit of the **Educational Institution** is pledged to the punctual payment of any sums which shall become due to **NJSIG** in accordance with the bylaws thereof, this Agreement or any applicable statute or regulation.

6. If **NJSIG**, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Educational Institution** agrees to reimburse **NJSIG** for all such reasonable expenses, fees and costs on demand.
  7. **The Educational Institution** and **NJSIG** agree that **NJSIG** shall hold all monies paid by the **Educational Institution** to **NJSIG** as fiduciaries for the benefit of **NJSIG** claimants all in accordance with applicable statutes and/or regulations.
  8. **NJSIG** shall establish and maintain Trust Accounts in accordance with N.J.S.A. 18A: 18B-1 *et. seq.* and such other statutes and regulations as may be applicable.
  9. The Business Official designated in the Resolution to Renew Membership is hereby authorized to execute this Agreement to renew membership.
8. **MOTION by Ms. Janowski, second by Mr. Winch** and carried by unanimous vote that the Board adopt the following resolution:

**NJSIG**  
**Eric West**

**THE NEW JERSEY SCHOOLS INSURANCE GROUP**  
**ERIC WEST**  
**2014-2017**

**WHEREAS**, N.J.S.A. 18A:18B-1, *et seq.*, enables school districts to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage in the areas of insurance and self-insurance and related services; and

**WHEREAS**, the Mansfield Township Board of Education desires to secure protection, services, and savings relating to insurance and self-insurance for itself and its departments and employees; and

**WHEREAS**, the Board Mansfield Township Board of Education finds that the best and most efficient way of securing this protection and services is by cooperating with other school districts across the State of New Jersey;

**WHEREAS**, the Mansfield Township Board of Education under its obligations as a member of the New Jersey Schools Insurance Group does allow for safety inspections of its properties, to pay contributions in a timely fashion and to comply with the bylaws and standards of participation of this Group.

**NOW THEREFORE BE IT RESOLVED BY THE MANSFIELD TOWNSHIP BOARD OF EDUCATION:**

**THAT** the Mansfield Township Board of Education joins with other school districts in organizing and becoming members of the New Jersey Schools Insurance Group; and

**THAT**, by adoption and signing of this resolution, the Mansfield Township Board of Education is hereby joining the New Jersey Schools Insurance Group in accordance with the terms of the attached Indemnity and Trust Agreement, effective the date indicated

below, for the following types of insurance:

- Property
- EDP  (Electronic Data Protection. This coverage is for all of the computer hardware and software.)
- General Liability
- Umbrella/Excess
- Equip Breakdown
- Crime/Bonds
- Automobile Liability
- Errors Omissions
- Auto Physical Damage
- Workers' Compensation

9. **MOTION** by Ms. Janowski, second by Mr. Winch and carried by unanimous vote that the Board approve opening a new bank account entitled "Referendum 2014" with the Fulton Bank of NJ with signatories as follows:

**Referendum  
2014 Bank  
Account**

| Account   | Signatory/(ies)   |
|---|---|
| <ul style="list-style-type: none"> <li>• Referendum 2014</li> </ul> | <p>3 of the following four:</p> <ul style="list-style-type: none"> <li>• President</li> <li>• Vice President</li> <li>• School Business Administrator</li> <li>• Treasurer</li> </ul> |

*Note: We are required to keep Referendum money separate from other accounts; therefore, we need a new account to house referendum money once we close on the bond sale. Closing will take place later this month.*

**PUBLIC DISCUSSION**

None

**DISCUSSION AGENDA**

The Board Members up for re-election were reminded that Nominating Petitions are due to Warren County Clerk, Belvidere, NJ, no later than July 28, 2014, 4 p.m.

**Nominating  
Petitions**

**ADJOURNMENT**

***MOTION*** by **Ms. Janowski**, second by **Mr. Winch** and carried by unanimous vote that the Board adjourn the meeting of July 17, 2014. 6:30 p.m.

Respectfully submitted,

Mary E. Roszkowski  
School Business Administrator/Board Secretary

Tim Barlow  
Vice President