

GUTTENBERG BOARD OF EDUCATION
Virtual Special Meeting Minutes
October 29, 2025

Minutes of a virtual special meeting of the Board of Education of the Town of Guttenberg, in the County of Hudson, N.J., held on Wednesday, October 29, 2025 at 5:00 P.M. local time for the Anna L. Klein School, 301 69th Street, Guttenberg Board of Education.

MEETING OPENING

1.01 Call to Order

Mrs. Huebsch called the virtual meeting to order at 5.02 pm.

1.02 PLEDGE OF ALLEGIANCE

Mrs. Huebsch led everyone in the salute to the American Flag and recited the pledge of allegiance.

1.03 Members Present Roll Call

Mrs. Huebsch conducted the roll call.

Upon roll call the following members were present, Trustee Garcia-Popiel, Gonzalez, Montanez, Travelli and Vice President Sosnowski. Trustee Copeland, Rodriguez, Vazallo and President Rogers were absent.

Board Attorney John Schettino was virtually present.

Trustee Copeland entered the meeting at 5:03 however, wasn't able to communicate due to a glitch.

1.04 OPEN PUBLIC MEETING NOTICE

Mrs. Huebsch announced that this meeting is being called in conformance with the "Open Public Meeting Act," notices were mailed to newspapers, Town Clerk, and all members' two days prior to this meeting.

1.05 PURPOSE OF THIS VIRTUAL SPECIAL MEETING

The purpose of this virtual Special Meeting is to discuss the Horizon NJ School Solutions Health Benefit Plan and approve SR-Oct29-25-2.01 through SR-Oct29-25-2.03.

Vice President Sosnowski questioned the new coverage and if there would be loss of coverage to our teachers and the retirees of the district.

Superintendent Mantineo stated the new coverage would be equal or better than the benefits we currently have. The brokers negotiate on the district's behalf and the umbrella of the new plan. The State Health Plan is in trouble and the rates will be going through the roof. We are under the gun to make the switch which is a savings of around \$419,000 and this will be the same coverage as well as being fiscally responsible.

Vice President Sosnowski questioned COBRA benefits.

Superintendent Mantineo stated that everything we have now would remain the same.

Vice President Sosnowski questioned how much in advance did the district receive notice.

Superintendent Mantineo stated we received word this past Friday and no one is at fault here. This just came to this conclusion at this time.

Vice President Sosnowski commented on her concerns about retirees and her husband worked for Verizon and retired.

Superintendent Mantineo stated this wasn't the first time this has happened and in the past there was a smooth transition.

Trustee Travelli clarified about retirees since she was a former employee with the district. Trustee Travelli stated retirees are put into a different insurance plan and commented if she was correct.

Superintendent Mantineo stated yes.

Trustee Travelli continued to state the wording on the contracts it would be stated as that and was she correct in mentioning that.

Superintendent Mantineo stated yes that is correct.

Trustee Travelli stated it does get confusing.

Superintendent Mantineo stated the plan would be equal or better.

2. FINANCE AND OPERATIONS

2.01 Approval of Termination of Participation in State Health Benefits Program (SHBP) & School Employee's Health Benefits Program (SHEBP)

BE IT RESOLVED,

1. The Guttenberg Board of Education SHBP/SHEBP Employer Location # 0682-00 hereby resolves to terminate its participation in the Program (Medical Plan, Prescription Drug Plan, and/or Dental Plan coverage) thereby cancelling coverage provided by the SHBP and/or SEHBP (N.J.S.A. 52:14-17.25 et seq.) for all its active and retired employees.

2. We shall notify all active employees of the date of their termination of coverage under the Program.

3. We understand that the New Division of Pensions & Benefits (NJDPB) will notify retired employees of the cancellation of their coverage.

4. We understand that all COBRA participants will be notified by the NJDPB and advised to contact our office concerning a possible alternative health, prescription drug, and dental insurance plan.

5. We understand that this resolution shall take effect the first of the month following a 60-day period beginning with the receipt of the resolution by the State Health Benefits Commission or School Employees' Health Benefits Commission.

BE IT RESOLVED that the Board approves of the Guttenberg Board of Education SHBP/SHEBP Employer Location # 0682-00 hereby resolves to terminate its participation in the Program (Medical Plan, Prescription Drug Plan, and/or Dental Plan coverage) thereby cancelling coverage provided by the SHBP and/or SEHBP (N.J.S.A. 52:14-17.25 et seq.) for all its active and retired employees.

2.02 Approval of Joining NJ Solutions Joint Health Insurance Fund Agreement for January 2026

BE IT RESOLVED, a number of public entities in the State of New Jersey have joined to form the NJ Solutions Joint Health Insurance Fund, hereafter referred to as the "Fund". As permitted by N.J.A.C.11:15-3.1 et. seq., N.J.S.A. 17:1-8.1 et. seq., and N.J.S. A. 40A:10-36 et. seq.,; and

WHEREAS, the Fund was approved to become operational by the Department of Banking and Insurance and the Department of Community Affairs (collectively, the "Departments") and has been operational since that date; and

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund in the State of New Jersey contain certain restrictions and safeguards in connection with the administration of the public interest entrusted to such a Fund; and

WHEREAS, the Guttenberg Board of Education, resolution number SR-Oct29-25-2.02 is adopting this resolution on October 29, 2025 and authorizing intent to form the NJ Solutions Joint Health Insurance Fund; and

BE IT FURTHER RESOLVED the Guttenberg Board of Education hereinafter referred to as the "Local Unit" has studied the feasibility of joining the Fund and has determined that membership in the Fund is in the best interest of the Local Unit.

NOW BE IT FURTHER RESOLVED that the Guttenberg Board of Education hereby agrees and authorizes the following:

- I. The Guttenberg Board of Education shall become a member of the Fund for an initial period outlined in the Local Unit's Indemnity and Trust Agreement, which in no event shall exceed three (3) years as prescribed in N.J.A.C. 11:15-3.3(a).
- II. The Guttenberg Board of Education shall participate in the Health Insurance and Prescription Insurance Plan as defined pursuant to N.J.S.A. 17B:17-4, the Fund's Bylaws, and Plan of Risk Management.
- III. Adoption and approval of the Fund's Bylaws, a true and correct copy of which is annexed hereto as Attachment A, which has been approved by the Departments.
- IV. Execution of the Local Unit's Indemnity and Trust Agreement, a true and correct copy of which is annexed hereto as Attachment B, which has been approved by the Department.
- V. Execution of the application for membership to the Fund, including any and all documents and/or certifications as may be necessary, in order for the Guttenberg Board of Education to complete the application process and join the NJ Solutions Joint Health Insurance Fund.

NOW BE IT FURTHER RESOLVED that the Guttenberg Board of Education certifies pursuant to N.J.A.C. 11:15-3.3(a) that the Local Unit has never defaulted on claims under a self insured plan and that it has not had its insurance canceled for nonpayment of premiums for a period of at least two (2) years prior to this application.

BE IT FURTHER RESOLVED, the Business Administrator is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as required by the Fund's Bylaws and to deliver these documents to the Alamo Insurance who is the district's broker of record with the express reservation that these documents shall become effective upon acceptance of the Fund's Bylaws as prescribed in N.J.A.C. 11:15-3.3(a).

NOW THEREFORE BE IT RESOLVED that this resolution shall take effect upon its passage.

2.03 Approval of NJ Solutions Joint Health Insurance Fund Indemnity and Trust Agreement

This Indemnity and Trust Agreement made this 29th day of October, 2025 by and between the NJ Solutions Joint Health Insurance Fund referred to herein as the Fund and the Guttenberg Board of Education, a duly constituted Local Unit of Government, hereinafter referred to as the Local Unit.

WHEREAS, the governing bodies of various local units of government as defined in N.J.A.C. 11:15-3.2 have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et.seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the Guttenberg Board of Education has agreed to become a member of the NJ Solutions Joint Insurance Fund in accordance with and to the extent provided for in the Bylaws of the Fund and in consideration of such obligations and benefits to be shared by the membership of the Fund;

NOW THEREFORE it is agreed as follows:

1. The Guttenberg Board of Education accepts the Fund's Bylaws as approved and adopted and agrees to be bound by and comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to the same.
2. The Guttenberg Board of Education agrees to participate in the NJ Solutions Joint Health Insurance Fund with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and is authorized in resolution number SR-Oct29-25-2.02 to join.
3. The Guttenberg Board of Education agrees to become a member of the Fund and to participate in the health insurance coverages and or prescription coverages offered by the Fund (subject to early release or termination pursuant to the Bylaws) such membership to commence on January 1, 2026 and ending on December 31, 2028 at 11:59 PM.

4. The Guttenberg Board of Education certifies that it has never defaulted on payment of any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the Fund, the Guttenberg Board of Education agrees that it shall jointly and severally assume and discharge liability of each and every member of the Fund, for the periods during which member is receiving coverage, all of whom as a condition of membership in the Fund shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the Guttenberg Board of Education is pledged to punctual payments of any sums which shall become due to the Fund in accordance with the Bylaws thereof, this Agreement or any applicable statute and/or regulation. However, nothing herein shall be construed as an obligation of the Local Unit for claims and expenses that are not covered by the Fund, or for that portion of any claim or liability within the Guttenberg Board of Education retained limit or in an amount which exceeds the Fund's limit of coverage.
6. If the Fund in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorneys fees and/or court cost, the Guttenberg Board of Education will reimburse the Fund for all such reasonable expenses, fees and costs on demand.
7. The Guttenberg Board of Education and the Fund agree that the Fund shall hold all moneys in excess of the Local Unit's retained loss fund paid by the Local Unit to the Fund as fiduciaries for the benefit of Fund claimants all in accordance with N.J.A.C. 11:15-3 et. seq.
8. The Fund shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A.10-36 et. seq., N.J.S.A. 40A:5-1 et.seq., and such other statutes and/or regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:
 - a. Employer contributions to group health insurance;
 - b. Employee contributions to contributory group health insurance;
 - c. Employer contributions to contingency account;
 - d. Employee contributions to contingency account; and
 - e. Other trust accounts as required by the Commissioner of Insurance.
9. Notwithstanding Section 8 above, the Fund shall not be required to establish separate trust accounts for employee contributions provided the Fund provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.
10. Each Local Unit who shall become a member of the Fund shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.
11. This Indemnity and Trust Agreement satisfies the requirements set forth in Section 2.01 of the Fund's Bylaws.

BE IT RESOLVED that the Board approves of the Indemnity and Trust Agreement.

3. APPROVAL OF RESOLUTIONS

3.01 Approval of Resolutions on Consent Agenda (Items 2.01 through 2.03)
Mrs. Huebsch requested a motion to approve.

Motioned by Trustee Montanez and seconded by Trustee Garcia-Popiel. Ayes, Trustee Garcia-Popiel, Gonzalez, Montanez, Travelli and Vice President Sosnowski. Nays, none.

BE IT RESOLVED, that the Board approves the Consent Agenda Resolution Items 2.01 through 2.03

4. HEARING OF THE CITIZENS

APPROVAL OF OPENING OF THE HEARING OF THE CITIZENS TO THE PUBLIC

Mrs. Huebsch stated that each citizen will be granted three (3) minutes if they wish to address the Board. She asked that each citizen state their name and address prior to their comment.

Mrs. Huebsch requested a motion to Open the Hearing of the Citizens

5.01 A motion was made to open the hearing of the citizens to the public by Vice President Sosnowski and seconded by Trustee Travelli. Roll call, Ayes, Trustee Garcia-Popiel, Gonzalez, Montanez, Travelli, and Vice President Sosnowski. Nays, none.

No citizens addressed the Board.

A motion was made to close the hearing of the citizens to the public by Trustee Travelli and seconded by Vice President Sosnowski. Roll call, Ayes, Trustee Garcia-Popiel, Gonzalez, Montanez, Travelli and Vice President Sosnowski. Nays, none.

5. ADJOURNMENT

5.01 Motion to Adjourn by Vice President Sosnowski and seconded by Trustee Travelli.

Motion unanimously approved by voice roll call vote.

Respectfully submitted,

Karen Huebsch
Board Secretary