MEETING OF THE LAKEWOOD BOARD OF EDUCATION HELD ON MONDAY, JULY 14 2010, AT 8:00 P.M., AT 1771 MADISON AVENUE, LAKEWOOD, NEW JERSEY 08701

Mr. Leonard Thomas, Board President, called the meeting to order at 8:00 p.m. Robert S. Finger, Board Secretary read the following notice:

SUNSHINE LAW

Sunshine Law

Pursuant to the provisions of Chapter 231, of the Laws of 1976 (THE OPEN PUBLIC MEETINGS ACT), Mr. Finger notified the public that notice of the date, time, location and agenda of this meeting, to the extent known, was provided at least forty-eight (48) hours prior to the commencement of this meeting in the following manner:

1. By posting such notice on the public announcement board of the Lakewood Board of Education Offices, and the Lakewood Township Municipal Building.
2. By mailing such notice to the offices of the Asbury Park Press and the Tri-Town News.
3. By filing such notice with the Board Secretary.
4. By mailing such notice to all individuals who requested and paid for a copy of same.

ROLL CALL:

Roll Call

Board Members Present: Mr. Fink, Mrs. Gonzalez, Mr. Grunhut, Mrs. Miccio, Mr. Ostreicher, Mr. Seitler Mr. Silver, Mr. Thomas, Mr. Zlatkin

Board Members Absent: None

Also Attending: Lydia R. Silva, Superintendent, Robert Finger, Business Administrator Michael I. Inzelbuch, Esq.

Also Attending

PUBLIC DISCUSSION ***Public Discussion***

Mr. Fink – "Through the Chair. ***Mr. Fink***

Mr. Thomas – "Yes" ***Mr. Thomas***

Mr. Fink – "May I make a motion out of turn please?" ***Mr. Fink***

Mr. Thomas – "You may make a motion. It has to be seconded for you to do so. But what is your motion?" ***Mr. Thomas***

Mr. Inzebuch – "As Board Parliamentarian, we can not hear you down here." ***Mr. Inzelbuch***

Mr. Thomas – "What is your motion that you would like?" ***Mr. Thomas***

Mr. Fink – "I would like to motion that all future meetings of the Board of Education end at 11:00 p.m. sharply, and starting tonight if possible, or the next meeting, with one hour for public discussion." ***Mr. Fink***

Mr. Silver – "Second." ***Mr. Silver***

Mr. Thomas – Well, since it is in the second, in all due respect, I understand that we do have to have a time limit, but many of the hours that we spend here isn't necessarily the public that keeps us here for theses countless hours. Often times it's some lack of preparation by some board members in the back room, and people not coming to meetings prepared appropriately. So if we are going to ask the community to be involved and have them come out, I do want to have a time limit. I am sure an hour will be appropriate because sometimes we have four minutes and you multiply by the people in the room who are here in the room, it does not add up." Almost every meeting that extended past 11:00 p.m. was due to Board Members in the back room, not the community. So an hour and a half I think is a little more appropriate. That I might support." ***Mr. Thomas***

Mr. Fink – "if that happens and we go in the back, that should be that night, you know changed for that. I think we should leave that per night meeting." ***Mr. Fink***

Mr. Thomas – "I am just saying that an hour and a half seems more appropriate." ***Mr. Thomas***

Mr. Silver – "Mr. Fink, I am with Lenny on that. I would be to amend it to ninety minutes, if you would be willing. ***Mr. Silver***

Mr. Fink – "So be it." ***Mr. Fink***

Mr. Finger – "I'm sorry, amend the public discussion to ninety minutes?" ***Mr. Finger***

Mr. Thomas – "Yes." ***Mr. Thomas***

Mr. Silver – "And to end the meeting by 11:00 p.m." ***Mr. Silver***

Mr. Seitler – "11:30 p.m." ***Mr. Seitler***

Mr. Fink – "No, leave it a 11:00 p.m. Fine 11:30 p.m." ***Mr. Fink***

Mr. Silver – "All right 11:30." ***Mr. Silver***

Mr. Zlatkin – "I think you can't make a limit on the time if you have things to do that night. Just my personal opinion. If you have to end you end. Nobody wants to be here, if you have nothing to do, but we are here because we have certain things that we have to finish. To just put a cap on the time I don't think it is appropr-iate, if we have unfinished business." ***Mr. Zlatkin***

Mr. Thomas – "Well, I mean everyone is definitely entitled to their opinion. Mr. Fink has amended his motion." ***Mr. Thomas***

Mr. Inzebuch – "Through the Chair. So we can make sure motions are heard, Mr. Fink what is motion now, please?" ***Mr. Inzelbuch***

Mr. Fink – "To end our Board meetings at 11:30 p.m. now, and to have an hour and a half public discussion." ***Mr. Fink***

Mr. Silver – "Maximum." ***Mr. Silver***

Mr. Fink – "Maximum." ***Mr. Fink***

Mr. Silver – "It doesn't have to be an hour and a half." **Mr. Silver**

Mr. Fink – "No." ***Mr. Fink***

Mr. Inzelbuch – "Is there a second?" ***Mr. Inzelbuch***

Public Discussion Cont.

Mr. Silver – "It is amended now from what you seconded." ***Mr. Silver***

Mr. Silver – "Oh, you are right. Okay, I second." ***Mr. Silver***

Mr. Inzelbuch – "That would mean a roll call at this point. ***Mr. Inzelbuch***

Mr. Grunhut – "Discussion? Is this open for discussion at least?" ***Mr. Grunhut***

Mr. Inzelbuch – "You could do more discussion if you like." ***Mr. Inzelbuch***

Mr. Grunhut – "I understand an hour and a half. I don't understand the ending by 11:00 p.m. or something. Put it this way, if you have something to discuss, like what Mr. Zlatkin says, if you have discuss, you discuss it, you make a motion to adjourn. If you adjourn, you adjourn." ***Mr. Grunhut***

Mr. Fink – "Whatever is not finalized that night should be rolled over and taken at the very first next meeting." ***Mr. Fink***

Mr. Grunhut – "The problem is we meet once a month, or once in two weeks and we have certain important things that we have to take care of that effect the children of Lakewood, and I don't think it is fair to just push it off for two weeks because my alarm clock is going to ring the next morning at six o'clock and I have to be ***Mr. Grunhut***

bed by 11:00."

Mr. Seitler – "Through the Chair. Under the new proposals that we are going to have the committees actually do most of the discussions, I think the meetings should be a lot more quicker and to the point, and I think it is not a problem to put a cap at 11:30 p.m. Anything that is important for that night we will put on the agenda for that night right away, everything else will get rolled over to the next meeting." ***Mr. Seitler***

Mr. Grunhut – "Then I have another question. Can we stop the clock at 11:29 p.m. like you do in the United States Senate, if we have to. If something is coming up, stop the clock." ***Mr. Grunhut***

Mr. Fink – "Sure, the Township Committee does it." ***Mr. Fink***

Public Discussion Cont.

Mr. Grunhut – "Okay." ***Mr. Grunhut***

Mr. Inzelbuch – "So the motion, if I understand it correctly, is to end at 11:20, with ten minutes for any unfinished business. What I understand the motion now to be is an hour and a half for public discussion. I am just trying to understand so we make sure the motion is correct. Is that the motion?" ***Mr. Inzelbuch***

Mr. Fink – "Yes." ***Mr. Fink***

Mr. Inzelbuch – "Is it still seconded?"

Mr. Silver – "Yes."

Mr. Inzelbuch – "Are there any more discussion on this first motion? The only procedural thing you forgot is you need to make a motion to go out of turn of the agenda." ***Mr. Inzelbuch***

Mr. Fink – "I did."

Mr. Inzelbuch – "Oh, you did. I did not hear that, ***Mr. Inzelbuch***

I am sorry. So that was the first motion, and this is now the second motion. If there is no further discussion the appropriate thing would be to call the vote, it that is okay with Mr. Chairman."

Mr. Thomas – "Yes. Call it."

MOTION TO LIMIT PUBLIC DISCUSSION TO ONE AND A HALF HOURS. ***Motion to limit public discussion to ½ hours.***

ROLL CALL:

YES: Mr. Fink, Mr. Grunhut
Mr. Seitler, Mr. Silver,
Mr. Thomas, Mr. Zlatkin

NO: Ms. Gonzales, Ms. Miccio

MOTION PASSES ***Motion Passed***

Mr. Silver – "Through the Chair. I would like to make a motion out of turn as well." ***Mr. Silver***

Mr. Thomas – "Hold on. Let's, I know we just had one, can we start to move on the agenda?" ***Mr. Thomas***

Mr. Silver – "Sure." ***Mr. Silver***

Mr. Thomas – "Let's get to the agenda, and then we will entertain some additional motions." ***Mr. Thomas***

Mr. Finger – "Through the Chair. Mr. President, there are no presentations this evening or voting on minutes. So the next item would be recognition of the public." ***Mr. Finger***

Mr. Thomas – "Okay, then, recognition of the public." ***Mr. Thomas***

RECOGNITION OF THE PUBLIC ***Recog. of Public***

Mr. Inzelbuch – "Just give me a second to find where the clock is, without Ms. Romano." ***Mr. Inzelbuch***

Mr. Fink – "I'll keep it, Michael." ***Mr. Fink***

Mr. Inzelbuch – "No, no. That's okay, Mr. Fink." ***Mr. Inzelbuch***

Mr. Hobday – "Do I have three minutes or four?" ***Mr. Hobday***

Mr. Inzelbuch – "You have four, but just so we are clear, correct me if I am wrong, Board members and staff, the four minutes included any questions that would be answered. So it is not four and then get questions, it is a total of four for questions and answers. Is that clear?" ***Mr. Inzelbuch***

Mr. Hobday – "That is clear." ***Mr. Hobday***

Mr. Inzelbuch – "So, I will now start." ***Mr. Inzelbuch***

Mr. Hobday – "30 School House Lane. We saw the report from the State Auditor's office about the Lakewood District, and attached to that was we also read the District's response, which I thought was very well done. How confident are you as a Board now that the problems are behind us and that we're moving ahead in a proper direction for fiscal responsibility, keeping money straight, getting rid of programs that don't work well, and instituting programs that do? So, I think that you are faced with a pretty large scale reorganization of what you do, why you do it and how you do it. This ***Mr. Hobday***

Recog. of Public

is going to be extremely important to the students in this next school year, they will be the first ones to determine how well you have done this, this new method of running the school system. Are you okay? Do you know where you are going? Do you have everything in place that you need? Do you have proper finances? Do you believe that you can prepare these students with a thorough and efficient education that they so richly deserve?

Mr. Thomas – "Is that all of your questions, Mr. Hobday?" ***Mr. Thomas***

Mr. Hobday – "That is all." ***Mr. Hobday***

Mr. Thomas – " As you propose this question to the Board, rather than have the administration answer, I'm going to speak for us as a Board, but other Board members can feel free to speak as well. This Board is a newly put together Board in a sense that we are all working together now, recently, for several months. I have to say that this Board is very in tune with what is going on and are looking very closely at almost everything that you have said. We are planning to really reconvene by working in committees in a way that is very, very involved in all of those areas. For many of us that are, once again, working together for the first time, to say that we have a grasp of every single thing, but I can tell you that we are quickly working closely with our administration to assure that things like this do not occur again, while on our watch. Each and every member on this Board has been quite adamant about that as we have worked with the Administration, Business Administrator, Superintendent and Assistant Superintendent. So, we don't have a crystal ball to tell you that we can guarantee, but I can tell you that we are putting things in place, we are creating a lot more oversight, and we are hoping , with all that we are doing, working closely with the Administration, that we will not see such things as you have seen in the past. As you also know, some of the things that you saw in the audit were already some of the those things had been fixed even prior to the current board sitting, and we are even trying to make it even more efficient at this point. So I can say for us as a Board, working together, that we believe that we are going to be making decisions that will not put us in that situation again."

Mr. Thomas

Mr. Thomas

Recog. of Public

Mr. Thomas

Mr. Hobday – "Thank you very much."

Mr. Hobday

Mr. Thomas – "Your welcome." ***Mr. Thomas***

Ms. Felten – "I have a couple of questions, and you can answer them when I am finished. At last month's meeting we received where we have a consultant that is going to be doing the - - I would like a printout of a document showing that all these consultants are qualified to that job. If you need my address I will give it to you. Also, on this agenda, on page 24, approval for maximum hour rate for tolerance serviced by third parties. What I would like to know is, this says non-public schools, the people that are going to be doing this are they qualified? Do they have to be certified the same way the ones that work in the public school? I would like an answer on that also. The last thing is that we have a dress code in the Lakewood School – I don't know how you all can hear me talking when you sit up there talking. Didn't your parents teach you manners and respect people when they are speaking? The dress code in the Lakewood High School. If we have a code, I think that it should be enforced. Those are my question." ***Ms. Felten***

Mr. Thomas – "While they gather themselves on the other questions, I am going to speak to the dress code. I have to tell you, in certain circles of the community I might not be very popular. I have two children attending the Lakewood public schools, one is in the Middle School, and one is in the High School. They wear uniforms, and they are going to ***Mr. Thomas***

Recog. of Public

wear uniforms. And any and every kid that I have contact with and their parents, I'm going to tell them that their children should and will be held accountable for wearing uniforms. I think that one of the things that ***Mr. Thomas***

we did this year which we are going to try and reverse is, I don't think the community, and even us as Board member, and maybe even the Administration, gave the building principals enough support to make it even more of a working policy. It is my goal this year to work very closely in the communities, with the different church organizations and the different civic groups to have them speaking in their communities about the importance of us having the dress code in place so that it is not one person in one school begging for kids to do it, because it takes the whole community to come together and recognize that it is beneficial for our children to do it. So, I am hoping that over this summer as the letters come out, and the dres codes are laid out, and it tells people what to get, that we do it. Now, it is not popular, and there are even some teachers that don't like it, and to be honest I don't really care. The bottom line is I think that it is a good thing, and when you see it put together and you see every-body doing it, it looks wonderful and the kids hold themselves yup. So we are going to enforce it."

Ms. Felton – "Okay. Thank you." ***Ms. Felten***

Ms. Silva – "I am sorry, I apologize, I did not hear all of your questions." ***Ms. Silva***

Mr. Felten – "Okay. At the last meeting, I ***Ms. Felten***

Mr. Thomas – Yes. The vendors, that is something that was supposed to be prepared for the next regularly scheduled meeting." ***Mr. Thomas***

Ms. Felten – "Okay." ***Ms. Felten***

Mr. Thomas – "I do believe we had to have that list. The twenty-eighth is the next regularly scheduled meeting. It has to be, it should be here, it must be here, and at that point we will be able to have something to share with you regarding that, because that was what we said at the last meeting." ***Mr. Thomas***

Ms. Felton – "Okay." ***Ms. Felten***

Mr. Thomas – "All right." ***Mr. Thomas***

Ms. Felten – "And the one on page 24 (f)."

Mr. Inzelbuch – "Through the Chair. If that is the question, the District has made the decision to have multi-vendors. This does not effect the public school system. These people must hold the appropriate experience and or credentials, regardless of which vendor or vendors will be selected." ***Mr. Inzelbuch***

Ms. Felten – "I just want to see it myself. I I want to see the certifications and the qualifications. All right?" ***Ms. Felten***

Mr. Thomas – "Thank you." ***Mr. Thomas***

Mr. Shapiro – "Sidney Shapiro, 32 High Street. I stand here tonight on behalf of my dearest four year old on Avromi and many of his fellow classmates and schoolmates attending Tiny Tots special program. Avromi is an adorable four year old boy with obvious development delays in speech and other areas. As devoted parents, we did much research to determine what type of program would best suit his various needs. We chose Tiny Tots since our goals both matched to get Avromi up to par and then mainstream him. Now, happy we are with ***Mr. Shapiro***

our decision in this past year alone. Avromi went from an over shy, overly shy, quiet

Recog. of Public

three year old boy who could not talk, to a speaking and well adjusted four year old. The therapies he has received have done wonders for our son. He has truly blossomed at Tiny Tots, which leads me to why I stand here tonight. One, with Tiny Tots outstanding success rate, and I know I speak on behalf of countless others who have personally witnessed extraordinary growth in the Tiny Tots program. What is it to be gained by uprooting my son, who, as it is, has extremely difficult time adjusting, a problem very common wit developmentally delayed children and placing him in another program? Two. Being a religious Jew, the environment where my son spends most of his walking, waking hours is a primary importance. Public school would not be an option as he would be exposed to so many things contrary to the way we are trying to raise him. Tiny Tot, in addition to offering tailor made program to each individual needs also provided the exact type of sheltered atmosphere we feel our son requires. The easy going and pleasant environment, minus the negative influence our son would be exposed to in public schools, has truly made Tiny Tots a decision of choice for so many in our community, myself included. As a parent of child with special needs, I implore you to reconsider your decision, a decision that would be for the benefit or the determent of so many of our communities children. Please allow Tiny Tots to continue to provide our children with the most valuable gift we can give them, their future. Please allow Tiny Tots, with their unsurpassable success rate, to continue to keep their doors open to help our children shine and blossom, to help our children so someday, very soon, they wouldn't need all

Mr. Shapiro

these extra services and would be able to main-streamed into regular school systems. I beg you, on behalf of Avromi and his friends, please allow them to continue climbing the ladder to success. Please don't pull the ladder from under feet. Thank you." ***Mr. Shapiro***

Recog. of Public

Mr. Inzelbuch – "Mr. Grunhut, you would be Chairman now. Mr. Thomas had to go on call, ***Mr. Inzelbuch***

I believe. He will tray to return."

Pastor Wilson – Pastor Glenn Wilson, 138 Colonial Drive. The sister addressed part of my question on page 24,I think Michael also addressed part of it. The excessiveness of these pay rates, how do we arrive at theses pay rates? Because in comparison to our paraprofessionals, these pay rates are way over the top. So, how do you arrive at this pay rate? ***Pastor Wilson***

Mr. Inzelbuch – "You need to ask all of your questions." ***Mr. Inzelbuch***

Pastor Wilson – Okay. Then the enforcement of the uniforms, the President just said that the parents, but I believe that the enforcement of the uniforms have to begin at the schools. I told my son, I asked my son one morning, why aren't you wearing your uniform? He said, Daddy, we don't have to wear them anymore. He said I just pay a dollar, and I don't have to wear it anymore. So I can enforce it as a parent, but if the school is not enforcing it, I waste my time. So, it has to begin at the school so that the parents have something to actually enforce. Those are my two comments. One of them is a question, how to you arrive at these excessive numbers?" ***Pastor Wilson***

Mr. Finger – "Through the Chair. Mr. Grunhut, may I answer that? ***Mr. Finger***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Finger – "These were the rates that were approved back in November after the non-public consultation with the non-public schools. They were approved by the Board in the minutes, and theses are the amounts actually that Catapult this year in their contract were approved to chard for the services rendered. So what we have done is put this in here as setting it as the maximum for all the multiple providers that we are going to have for next year." ***Mr. Finger***

Mr. Fink – "Through the Chair. I would also like to ***Mr. Fink***

Recog. of Public

make a statement on those uniforms. A while back at one of the first meetings that the new Board members were at, there was one gentleman who basically said, if the high school asked that the students wear uniforms, that the children wouldn't go to school. So, I think a lot of people need to start mentioning to the children and everybody be on the same page that, you try and wear clothes that are respectable in high school. I don't think getting up here and saying that if they had a dress code, children wouldn't go. It defeats the purpose of what we are all saying." ***Mr. Fink***

Mr. Grunhut – "Ms. Silva, you can address the code." ***Mr. Grunhut***

Ms. Silva – "The practice of asking the children on Fridays at the high school to submit a dollar so they don't have to wear a uniform will no longer be in practice as of September. It was done by the school to raise funds, but I don't think it was well though out. So, therefore, it will not take place in the high school. It is a complex issue, as our Board President indicated, and it does take everyone to assist us in implementing it. So, yes, I agree it is at the school, and has to be at home as well. So, I am looking forward to working with the high school, as well as the community to make sure that the ***Ms. Silva***

children are wearing appropriate clothing."

Annette Kearney – "!5 Saint Andrews Court. At the previous meeting I had asked about the Assistant Superintendent. I don't see it on my agenda, but I thought I read it online that Dr. Deb, I believe, is on the agenda to be the interim Assistant Superintendent? Well, some of us have agendas that are missing pages, so it might be on page 26.

Ms. A. Kearney

Mr. Zlatkin – "Page 26."

Mr. Zlatkin

Ms. Kearney – "I go from page 25 to page 27. So, I was wondering if that is why she is peeking through the door and not at the table? The

Ms. A. Kearney

Recog of the Public

second thing I had was, without giving names, do we know the paraprofessional status for the public schools? Out of all of them tested, how many passed, how many are not coming back, and were they now brought back on board as employees being they received pink slips prior to taking the test? The next question I have, with the chaos with the graduation, the recent graduation, which was a beautiful event in spite of the weather, there were some students who paid for extra tickets, were those students reimbursed for those extra tickets? Those are all of my questions."

Ms. Silva – "With regard to question number one, the Board has not voted on any personnel issues, and I don't think they will be this evening. With regard to the paras, I have asked our Human Resource Department to compile a list, to give it to me by Friday so that we can see the number of paras who did pass, and then we will be making the appropriated decisions in terms of the people who passed will be reemployed. But that won't take place until Friday. Lastly, the minute I was told about the extra money, those children were reimbursed on the spot in terms of the graduation."

Ms. Silva

Ms. Kearney – "Right." ***Ms. A. Kearney***

Ms. Silva – "Okay." ***Ms. Silva***

Mr. Fink – "Through the Chair. "I would like to ask one question please. Am I understanding that the graduating class pays for tickets to go to graduation?" ***Mr. Fink***

Ms. Silva – "No. There was, in the interest, again, of raising funds for the school funds to have extra monies for different activities, there was a decision made by the Administration to charge for every ticket beyond four tickets, which was the number being given to each child." ***Ms. Silva***

Mr. Fink – "Okay." ***Mr. Fink***

Ms. Silva – "After some consultation with some of the parents and the Administration, it was decided, ***Ms. Silva***

Recog. of the Public

I believe it was only about seven children that had begun to pay. But, after some consultation all of the children were reimbursed."

Mr. Inzelbuch – "While Mr. Rush gets up there, I was asked by members of the Board, according to our videotaping policy, it is my legal opinion that there is videotaping allowed to be done, but the Board does have a right to ask for a copy. So, Mr. Booth if you could provide a copy of the last meeting." ***Mr. Inzelbuch***

Mr. Booth – "I have a copy of the requirements." ***Mr. Booth***

Mr. Inzelbuch – "Okay, good. So, if we could be in touch so we can get that." ***Mr. Inzelbuch***

Fred Rush – 2020 Madison Avenue. If someone could be so kind to tell me what the heck is a paraprofessional, I mean a shadow paraprofessional. And it says on here that a paraprofessional is one who is pursuing a degree. What does that mean? ***Mr. Rush***

I just enrolled? I got forty credits, I got sixty credits. That is on page 24, item a. The other thing is, I was a bit disturbed by the Board taking the position to limit times, I mean the time that you go home. All of you that are up there, I assume you are up there because you wanted to be. You ran for office, you know what the job entails. There are times, if you are here until one o'clock to do the business of this school board, you just have to be here. If you can't make it, get up leave your vote don't count. I think that you guys should not be worried about getting home at 10:30 p.m., because you chose to run and if you don't like that, maybe you should rescind and than let someone else do it. If someone would be so kind as to answer that question."

Mr. Rush

Ms. Silva – "Mr. Rush, in terms of the shadow, I would have to indicate that I would have to investigate it because I am not very clear about this. I will have to get to Ms. Cucuro o this unless someone does have this information."

Ms. Silva

Recog. of Public

Mr. Grunhut – "Through the chair, we do have a consultant that we are paying money, maybe she could answer."

Mr. Grunhut

Mr. Finger – "Mr. Grunhut, through the chair, I can answer that I put this on. The item that you are referring to on page 24, item a, that entire section which is resolution item D, this is from request for proposal for Non-Public Service IDEIA Services, this was actually in that request for proposal spelling out to the providers who submitted proposals what we expect from the shadow paraprofessionals, how many hours per week, what kind of background they need to have, that is what we specified in the RFP, and also in the contract terms currently that

Mr. Finger

we have with Catapult who services this contract right now, that is what is spelled out. What this resolution is doing on the board agenda is saying that the previous resolution that we did at the last meeting to award a contract to Catapult for Non-Public IDEIA for 2010-2011 we are putting this all in there again to say subject to the following conditions. So, this will be the exert from the RFP, which will also be within their contract when they get their contract. This does not apply to the public.

Mr. Rush – It doesn't matter you are still talking about our kids and public money comes from somewhere. I know we are not suppose to have dialogue, but let me just say, you still did not answer the question, if I am pursuing a degree, if I just enrolled, if I got 50 credits, 10 credits or what, what does that mean, that was my question, Mr. Finger, do you know?" ***Mr. Rush***

Mr. Rush

Mr. Finger – "That I don't know." ***Mr. Finger***

Mr. Rush – "Well, we will find out soon." ***Mr. Rsush***

Cristina Lemann – "I don't want to speak." ***Ms. Lemann***

Mr. Grunhut – "Anyone else?" ***Mr. Grunhut***

Recog. of Public

Mr. Inzelbuch – "We read the names." ***Mr. Inzelbuch***

Mr. Silver – "Through the chair." ***Mr. Siver***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Silver – "I would like to make a motion on the 192 and 193 RFP's if I can." ***Mr. Silver***

Mr. Grunhut – "Okay, go ahead." ***Mr. Grunhut***

Mr. Silver – "Can you just allow me to make a motion out of turn?" ***Mr. Silver***

Mr. Inzelbuch – "You do need to make a motion out of turn. All in favor – yes." ***Mr. Inzelbuch***

Mr. Inzelbuch – "You now have the floor." ***Mr. Inzelbuch***

Mr. Silver – The motion would be to approve the following vendors for the entire 192, and the speech and the supplemental instruction in 193, and the vendors would be Catapult Learning, Tree of Knowledge and Educational Excellence. I would like to approve all the 193 vendors that applied for the RFP as well for the evaluation part. The District will have the contracts for all these vendors ready to be signed and executed by tomorrow at the end of the business day. The requirements should be limited to the requirements in the RFP's as they were written. ***Mr. Silver***

Mr. Seitler – "I second." ***Mr. Seitler***

Mr. Inzelbuch – "The contracts will not be written by tomorrow. I am sorry. The contracts can not be written by tomorrow." ***Mr. Inzelbuch***

Mr. Seitler – "Can we have an amended date? ***Mr. Seitler***

Mr. Silver – "Can you amend that?" ***Mr. Silver***

Mr. Finger – "A week." ***Mr. Finger***

Mr. Silver – "One week, we can have the contracts written in seven business days." ***Mr. Silver***

Recog. of the Public

Mr. Grunhut – "Board Attorney, can that be done within a week?" ***Mr. Grunhut***

Mr. Inzelbuch – "Absolutely." ***Mr. Inzelbuch***

Mr. Grunhut – "Okay, we have a second." ***Mr. Grunhut***

Mr. Finger – "Okay. Mr. Silver, just repeat one more time." ***Mr. Finger***

Mr. Silver – "The vendors for the 192, entire 192, as well as the supplemental instruction and speech in the 193 would go to Catapult Learning, Educational Excellence and Tree of Knowledge. The evaluation for 193 would go to all the vendors that applied for the RFP." ***Mr. Silver***

Mr. Finger – "I would like to make a suggestion at this time, through the chair. We do have our experts who we've paid for, who reviewed the RFP's, would it be possible for them to give their presentation at this time if the Board should choose to do that?" ***Mr. Finger***

Mr. Grunhut – "Are they here?" ***Mr. Grunhut***

Mr. Finger – "Yes, they are. Ms. Gamm is here, Mr. Dauber is here and Mr. Rubin is here." ***Mr. Finger***

Mr. Grunhut – "I think it's only proper, yes." ***Mr. Grunhut***

Mr. Seitler – "No, we don't need it." ***Mr. Seitler***

Mr. Grunhut – "Why not?" ***Mr. Grunhut***

Ms. Silva – "Because they are here and we paid ***Ms.Silva***

Mr. Grunhut – "Okay, who is first? Who would like to go first?" ***Mr. Grunhut***

Ms. Gamm – Good Evening. I will cut to the chase. Let me just start with my review of 192. My understanding is at the time that the bids were offered to the Board of Education, that tow vendors were approved for both." ***Ms. Gamm***

Recog. of Public

Mr. Inzelbuch – "Mr. Finger." ***Mr. Inzebuch***

Ms. Gamm – "English as a second language, and as well for the other two services and home bound, and they would be Catapult and Education Excellence, and both of those scored fairly high with an eighty-seven and a score of seventy. A third that scored very high at eighty-six was Real, but they were not approved. So they were not and that would not authorize them under the RFP. So, from my scoring it would be Catapult and Education Excellence who were approved for the areas of the RFP. In 193, there were 1,2,3 and 4 vendor that was approved by the state for supplementary services in speech and language. Catapult, Education Excellence, Advanced Ed, and Tree of Knowledge, and they basically scored in that order: Catapult with the high of eighty-six: Education Excellence, seventy-five; Advanced Ed, sixty-eight; and Tree of Knowledge, fifty-seven. In terms of examinations and certification, it would be Catapult and Psych Ed. Catapult had a high of eighty-six, and Psych Ed had scored a thirty-three. The other two were not approved for the services by the state." ***Ms. Gamm***

Mr. Seitler – "Through the chair." ***Mr. Seitler***

Mr. Silver – "I have a question." ***Mr. Silver***

Mr. Seitler – Through the chair. I have a question for Ms. Gamm. Could you please confirm, how did you determine who is approved and who is not approved?" ***Mr. Seitler***

Ms. Gamm – "I got information from Mr. Finger and from the state website and the date they were submitted." ***Ms. Gamm***

Mr. Seitler – "Did you by any chance pick up a phone and call the state?' ***Mr. Seitler***

Ms Gamm – "I looked at the website." ***Ms. Gamm***

Mr. Seitler – "Okay." ***Mr. Seitler***

Ms. Gamm – And information we got from the state, was as of that date." ***Ms. Gamm***

Mr. Seitler - Because I am in possession of an e-mail the webmaster in the state was on vacation for the past week, so." ***Mr. Seitler Recog. of Public***

Mr. Inzelbuch – "Mr. Seitler, with all due respect, Ms. Gamm has answered, whether right or wrong, that she relied on the website." ***Mr. Inzelbuch***

Mr. Seitler – "No, I got that." ***Mr. Seitler***

Mr. Inzelbuch – "Did she pick up the phone? No, in fact, you had asked me. We spoke last evening, and I, in fact, sent an email to Denise Dejack, who is the agency person at the State Department, and asked her, after we discusses this last evening, and I did send an email to her and asked her. Because, to be candid, the State…..and am I being videoed, so be it, and that is a very fair question you ask. The State is not always up to date. So that was done. It was not done by Ms. Gamm, it was not done by Mr. Finger, I don't believe, but he can further discuss that." ***Mr. Inzelbuch***

Mr. Finger – "In having gotten an email back from Ms. Dejack at the State, her answer to us was as follows, and I will read exactly what she wrote back to me. "Our records show we received the application for Comp Ed and ESL from Tree of Knowledge on June 16, 2010. Tree of Knowledge was approved for compensatory education on June 18, 2010. ESL was not approved due to missing documentation for the provider. A request for new ESL provider, along with appropriate documentation was supplied on July 12, 2010, and Tree of Knowledge was approved for ESL on July 13, 2010." Be that as it may, the RFP was very clear that on the date of July 8th when it was submitted, you had to have your approval and certifications from the State in place on or before July 8th. The State is now confirming that while, yes, ESL was eventually done, it was not done until July 13th, five days after the RFP's were already ***Mr. Finger***

opened."

Ms. Gamm – "Let me add that my scoring was not based on approval or not, it was based on my reading the proposal. So that you're free, you know, depending on what you end up doing with the approval, the scores are the scores, regardless of the status." ***Ms. Gamm***

Mr. Grunhut – "Let me ask a question. When you say the scorings are based on what they wrote." ***Mr. Grunhut***

Ms. Gamm – "Yes." ***Ms. Gamm***

Mr. Grunhut – That's it? Meaning someone who has a better writer than someone else gets a higher score? How does that work?" ***Mr. Grunhut***

Ms. Gamm – "You know, I wasn't looking at the pros. I was looking at…for example, one of the questions was: How are you going to provide professional development to your team? The answers ranged from two lines, three lines, to a description, a real description of how they were going to provide training. That kind of variance went into the scoring. I am not talking about, you know, was it, like really nice pros. I am talking about some thinking and thoughts going into the response." ***Ms. Gamm***

Mr. Grunhut – I see that the Tree of Knowledge didn't make your scoring on the 192. Is there a reason?"

Ms. Gamm – "I didn't highlight it because it did not have that approval for ESL." ***Ms. Gamm***

Mr. Silver – "At the time?" ***Mr. Silver***

Ms. Gamm – "At the time." ***Ms. Gamm***

Mr. Grunhut – "But if they had the approval on July 8th, then their score would have been what?" ***Mr. Grunhut***

Ms. Gamm – "Then I would have highlighted it as an ***Ms. Gamm***

entity that had approval, but the score would have still been sixty-three."

Mr. Grunhut – "Sixty-three, okay." ***Mr. Grunhut***

Ms. Gamm – "Do you see what I mean?" ***Ms. Gamm***

Mr. Grunhut – "Yes."

Ms. Gamm – "So that is why if you look at Real, ***Ms. Gamm***

Recog. of the Public

it had a very high score, but it wasn't approved."

Mr. Grunhut – "Okay."

Mr. Finger – "Mr. President, through the chair. Just keep in mind that in terms of Chapter 192 based on my review and the review done by our auditor, Mr. Corn, looking through it, the only two actual vendors on 192 that are approved by the State to do all three, comp ed, home instruction, and ESL, are Catapult and Education Excellence. Our RFP spoke and states in there that we are looking for a vendor, while we may approve multiple providers, that the vendor had to supply all three programs, comp ed, home instruction, and ESL." ***Mr. Finger***

Mr. Finger – "Unless I am mistaken, I believe that only Catapult and Education Excellence were approved for three of those."

Ms. Gamm – "Correct." ***Ms. Gamm***

Mr. Seitler – "Through the Chair." ***Mr. Seitler***

Mr. Grunhut – "Yes."

Mr. Seitler – "On the front of the RFP, and I quote: "The Lakewood Board of Education reserves the right to reject any and all proposals, and to waive any informalities and award proposals as may be deemed in the best interest of the Lakewood Board of Education." Being that we all know that more than ***Mr. Seitler***

fifty schools have requested, you know, to have one vendor provide all the services, and we know that there are schools that have explicitly expressed interest in such a thing, I think that in the best interest of the Lakewood Board of Education we should wave any informalities."

Mr. Silver – " Well, what we should do is, that is why I was going to amend my motion, that we should reject the previous RFP's and we should approve the following vendors for the entire 192, and the speech and supplemental instruction and 193 for Catapult, Tree of Knowledge and Education Excellence. Also, amend my motion on the evals to strictly restrict it to Catapult Learning and Psych Ed." ***Mr. Silver***

Mr. Seitler – "You can't do Catapult Learning. As per the legal opinion of our attorney, you can't have one vendor do both." ***Mr. Seitler***

Mr. Inzelbuch – "In fact, now if I may be allowed to, there is a State manual. I did bring it up at the June 2nd meeting. I don't have per word minutes, because Ms. Romano is no longer here. But, I did bring up at the June 2, 2010, meeting, if I may have a second please. At that meeting Catapult was awarded of the 193 applications or 193 services, and only then. I did state, according to the typed version by Ms. Romano, which she assured me she listened to the tape, I stated, quote:
"I do want to state for the record there is a new manual out by the NJDOE which does suggest", and I am not going to interpret this because it doesn't say "shall", and typically you can quote me on NJDOE, it says "There is a question whether the same vendor can provide services for evaluation and classification under 193 and supplemental instruction."
"What I would like to do, since I have a meeting with Ed Dauber this coming week, the people who write these things, I would like to see clarification ***Mr. Inzelbuch***

from them because it doesn't say "shall not". It says "we suggest not" and all kinds of other lingo so you can do what you wish. It doesn't say you can't do it. It says we "suggest". It doesn't say "shall", and anyone can correct me. So, what would be your pleasure? You could vote it, you can not vote it, you can vote it subject to clarification. At that point Mr. Seitler voted accaording to the notes that were typed for me. I don't have minutes. We need someone to do that. Mr. Seitler said "the motion subject to clarification", and then that was voted on. The manual, in fact …..all the emails in the world won't change the manual, which is new, it was put out around March 30, 2010, from memory, if I can go to page eight, there is a new section that deals with contracts and third party vendors. This is a new section, and I know it is a new section because of our ongoing 192 litiga tion. In fact, Mr. Dauber, who is in the room, Mr. Rubin, who is in the room, and myself did meet on with the state shortly after that meeting. I believe it was my birthday, June 9th, and I did ask for clarification. I don't….. I will say, it was unclear to me it the state people in the room even knew of the new manual, because I did mention it during our meeting. In the State manual, page eight, it does say that they recommend that districts contract with separate entity to evaluate students for services and separate entity to deliver services to students. In addition to that, I did contact Ms. Silva, the Business Administrator, and Catapult Learning and told them it is my position that the Board would be better served…….we have enough problems here and we have enough agendas. I did say the Board would be better served if there would be to separate vendors. I did say that. Catapult did respond and said they would…. I can find that email in all these papers…but they agreed wit that. They have since withdrawn that agreement. But that does not seem to be unusual here, because other vendors had done that also with other services. The

legal position of myself and other attorneys I have spoken with is that a vendor has the right to withdraw and then come back until such time as official Board action is taken. In fact, we have seen that during this process. With that being said, you have a question of law as far as Mr. Silver's motion in part. 192, there are three components. There is compensatory ed…..this is all non-public. This comes from State funds designated for non-public. It is not, to the best of my knowledge, from any local funds. It covers compensatory education, ESL, and home instruction. In fact, this process and I do thank the Board members for engaging this process because it is transparent and because it has clarified issues. But back in one of these books, on June 2nd we had RFP's and we had vendors come in one by one in closed session where at that time some of the vendors did not have the three areas covered. That would be comp. ed, ESL, and 192. The vendors were clearly made known that was the required, and the Board decided that evening, and if anyone knows differently, I would like to be corrected, to reject the RFP's; is that correct?"

Mr. Finger – "That is correct." ***Mr. Finger***

Mr. Inzelbuch – At that point I specifically asked, because I asked, should it be a three-year RFP as has been suggested by one, and perhaps others, or should it be a one-year RFP? The Board specifically instructed that the RFP should remain the same, it should be one, and it cover all three areas. Again, I only have what Cynthia typed before she left, but the tape is available to listen to. So, the bottom line of this legal discussion is as follows: The RFP, coupled with the action taken in pubic, coupled with the vendors being on notice, which we have the transcript of, you would need to have all three approvals. I will be candid. I am concerned about the manner in which the State process. I am not fond of the State, as is known. But the act is the RFP and the notice, public and otherwise says what it says. However, there may be a cure, if your interested. But technically, that is where you are at. Again, please when you write the emails about me and you others' names on ***Mr. Inzelbuch***

them, or you go on the scoop and write it, make clear you get every word I said so that you don not miss quote me and say other things which people are known to say. These are the facts. Anything I have mentioned, the email from Denise Dejack we have, the minutes we have, the RFP we have, and the transcript of when we met with the vendors we have. So, in the strict sense, the RFP and the actions of the Board say that you need to have all three licenses, doesn't Mr. Finger, if you would."

Mr. Finger – "It said in the RFP, in the proposal itself you had to have all three on or before the opening date of the request for proposals, which was July 8th. That is what specified in the RFP. ***Mr. Finger***

Mr. Seitler – "I second the motion that Mr. Silver amended." ***Mr. Seitler***

Mr. Grunhut – "Any discussion? None. ***Mr. Grunhut***

Mr. Finger – "On the motion, just t o make it clear again, Chapter 192 to be awarded as follows: Catapult, Tree of Knowledge, and Education Excellence. Chapter 193 to be awarded as follows: Supplemental and speech, the Tree of Knowledge, Catapult and Education Excellence; and E & C to Catapult and Psych Ed Services; am I correct? ***Mr. Finger***

Mr. Silver – "No, the motion the way you stated it I believe is illegal as Michael just eloquently explained. We have to reject the RFP's because ESL was not licensed at the time of the RFP date. So you have to reject the RFP's and then approve these vendors without the RFP's. That was the motion." ***Mr. Silver***

Mr. Inzelbuch – If I may, Mr. Chairman." ***Mr. Inzelbuch***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Inzelbuch – The first vote would be, if you are inclined, would be to reject the RFP's, that would be your first motion. Because, the way the RFP's coupled with the ***Mr. Inzelbuch***

public action taken here, in public, requires all three for 192. After you do that, t hen you can further explore, Mr. Silver's motion."

Mr. Seitler – "So moved." ***Mr. Seitler***

Mr. Inzelbuch – Was that your motion?" ***Mr. Inzelbuch***

Mr. Zlatkin – Mr. Silver had a different motion. Can we have a motion to dismiss…to reject the RFP's, and then we will go on to Mr. Silver's motion. So let's just….I make a motion to reject the RFP. ***Mr. Zlatkin***

Mr. Seitler – "I second." ***Mr. Seitler***

Mr. Grunhut – "Any discussion? Mr. Finger do the roll call. ***Mr. Grunhut***

MOTION TO REJECT THE RFP'S ***MOTION TO REJECT THE RFP'S***

ROLL CALL:
YES: Mr. Fink, Ms. Gonzales, Mr. Grunhut, Ms. Miccio, Mr. Seitler, Mr. Silver, Mr. Zlatkin.
MOTION PASSED

Mr. Seitler - "I would like to reissue my previous motion." ***Mr. Seitler***

Mr. Inzelbuch – "Would you like a legal opinion ion that, or no?" ***Mr. Inzelbuch***

Mr. Seitler – "No." ***Mr. Seitle***

Mr. Grunhut "Yes." ***Mr. Grunhut***

Mr. Silver – "Yes." ***Mr. Silver***

Mr. Inzelbuch – "No, I heard Mr. Seitler say no." ***Mr. Inzelbuch***

Mr. Grunhut – "He did not have permission to speak." ***Mr. Grunhut***

Mr. Inzelbuch – "Unfortunately, you must know all the facts, ***Mr. Inzelbuch***

so you have it There is a letter which was written, by the former, former Commissioner of Education to one Rabbi Lebovitz, at least it says that name there. The letter clearly says the RFP's,…written on December 6, 2001, it is two pages, in part the letter says, if I may "A review of the Lakewood School District's grant IDA grant reveals the district consistently spent the required proportionate share" In response to concern about the Catapult contract, please note that districts are not required under 18A:18:A.5 to bid this contract. Now, if that position is right or wrong, that was then Lucille E. Davies letter of December 6, 2001. So, then you need to go to the new manual, which I have stated publicly that I take exception to in part, but the new manual, which has a new section, new in the sense of the magnitude of what is written there, under "Contracting with Third Party Providers," I do need a second Mr. Chairman."

Mr. Grunhut – "Someone second yet?: I second." ***Mr. Grunhut***

Mr. Inzelbuch - ":It does say here that the District's can contract with the NJDOE approved clinics or agencies to provide all or part of the required services. I found it. Italicized in paragraph five, "Professional service contracts are issued and delivered in an efficient manner that ensures the district receives the highest quality of services at a fair and competitive price or through a shared service agreement. This may include but is not limited to the issuance of such contracts through a request for proposals based on comparable processes." So, the new guidelines, which are new and have not been challenged or tested as far as I know, at that time, does speak about an RFP but is says "This may include but not limited to." Again, the work "may" is permissive, just like the word regarding 193 is. I do want to say this, though, so later you cannot say you were not advised, which you still might say, there is a possibility that vendors who said to themselves…not any of the vendors who obviously submitted, but other vendors may have said, "well, if they knew you didn't have to be DOE approved by a certain date, well, then maybe they would have submitted a proposal." So there is that potential of exposure of liability. Apparently people in the audience have legal opinions, but they are not lawyers, fact is fact." "The fact is that you do have the right, it is my legal ***Mr. Inzelbuch***

opinion, you do have the right to reject to RFP's. You have the right, you do have the right, again, as long as they are licensed by the NJDOE. I am suggesting, though, that there is potential to exposure to this,. There potential exposure. I would say, like I said last time, I would like to see clarification from the NJDOE. But, as even those who are in the audience you can't get clarification form NJDOE that easily. But the permissive work is both as to 192 services being for all for one vendor or not, that says, "may". And it also say "may" with regarding 192, that you could use an RFP. Again, you are….there is potential for exposure, but we must remember, the Board is dedicated to having multi-vendors, which will stimulate competition, which is one of the goals of the manual."

Mr. Grunhut – "So the exposure is only someone who became approved in the past six days?" ***Mr. Grunhut***

Mr. Inzelbuch – As they said at St. John's Law School, you are either pregnant or not, not almost pregnant." ***Mr. Inzelbuch***

Mr. Grunhut – "No, so it would be…" ***Mr. Grunhut***

Mr. Inzelbuch – "The fact is, it could be six days or six minutes. I did confirm, and that is something I did discuss with two Board members. I wanted to confirm, since apparently others may not have gone to this extent, but I did confirm, myself, this morning, live on the phone with Ms. Dejack around 8:30, it was her birthday today, and she did put it in an email that the vendor you are talking about is approved at this time. That is what she told me. And I said, "no disrespect, you must put that in writing" and she did." ***Mr. Inzelbuch***

Mr. Grunhut – So the amendment is, basically, you must be approved by today in order for us to approve anyone, Catapult, Tree of Knowledge or Education Excellence." ***Mr. Grunhut***

Mr. Inzelbuch – "Is that a question?" ***Mr. Inzelbuch***

Mr. Grunhut – "Meaning you said open litigation. If someone says i got approved tomorrow, is that going to help? Or if we have to, our amendment an say you have ***Mr. Grunhut***

to be approved by July 14th."

Mr. Inzelbuch – "Well, I would assume if you are awarding something today…" ***Mr. Grunhut***

Mr. Grunhut – "Correct." ***Mr. Grunhut***

Mr. Inzelbuch – "You need to be as of today, if you are approving at 9:10 p.m., well, then they have to be approved by 9:10 p.m. I don't want to say, you've rejected the RFP's, there is potential exposure. But the language, which I don't think is by accident of the new manual, does say one of the ways is through an RFP, coupled with Lucille Davies previous letter, even though she is no longer Commissioner. I have not seen a letter saying differently, so you would be within your rights. But I do have Mr. Rubin here tonight. Mr. Rubin is an attorney who represents a multitude of districts. He is in the audience. We did discuss this earlier today anticipating this may occur and Mr. Rubin, it you would, would you concur with the analysis that was made here, or disagree with the analysis, so we can be clear on the record." ***Mr. Inzelbuch***

Mr. Rubin – "Good evening. I discussed this with Mr. Inzelbuch this morning, and a fair amount of my practice in the school law area involves public contracting disputes. So I speak with some experience in the area. If someone were to and we can have this discussion in public, which we are currently having, we can have it in private. But since we are in public, until you stop me, I will just keep talking. If someone from the community came to me and said, "I think this whole process stinks. Figure out a ay for me to successfully challenge what the Lakewood Board of Education is doing tonight.' Do you still want me to go on?

Speaker – "Yes."

Mr. Rubin – "Okay, the Board is my client. Do you still want me to go on?" ***Mr. Rubin***

Mr. Inzelbuch – "They are not shy people, they would tell you." ***Mr. Inzelbuch***

Mr. Rubin

Mr. Rubin – "Okay, what I would say to them is: The Commissioner of Education has said that this is a "professional service," in quotes, which is a definition in the statue, where you don't have to go to bid at all. As a matter of fact, you are under no legal obligation to go through this RFP process you just went through. It is suggested as a good thing to do, but there is no legal requirement that you have gone through the RFP process as a matter of law. The problem, if there is a problem, and I would say this to somebody who came to be and said, you know, "How do I weigh down the saddlebags at the Board of Ed. here?" The problem is the current accountability regulations do say that any Board of Education that is going to award a contract for professional services must do so, I am paraphrasing here, through a thoughtful and deliberate process, which may include an RFP, it may include this, it include that. But you have to demonstrate, for anybody who is challenging you before the Commissioner of Education that you went through a thoughtful and deliberative process to make sure you were getting the best band for the buck. The problem I foresee is not that what you are doing is unlawful as a matter of law, it is not. The problem you are going to face is that if someone, challenges you, you are going to have to persuade someone, having gone through this RFP process, as a matter of choice, and having imposed certain conditions in the RFP, which included that people be licensed on the day of the submission, and on the night that you are reviewing the proposals, which you have a right to do, and that very night, with nothing more than some discussion in closed session, come out and award those contracts to people who may or may not have complied with the RFP you've rejected this evening, one will ask the question, I supposed: Where was the thoughtful and deliberative process there? And if you have an answer for that, one you believe will persuade the Commissioner of Education if someone challenges you, then you're likely to prevail. If you do not, then maybe, perhaps you are at some risk. And if we want to discuss the pros and cons of that, that room back there is the place to discuss it, not out here. So, depending on how confident you are that you can persuade somebody that there has been a thoughtful and deliberative process here that explains your doing on this very evening the exact opposite of what was in the

RFP, the those are the odds that your action will be sustained, and I'll let you be the judge of that."

Mr. Inzelbuch – "Thank you." ***Mr. Inzelbuch***

Mr. Zlatkin – "Through the chair. While on the surface it many appear that there was no thoughtful discussion, we had pages and pages of communication rating them as… going as far as a month ago, we went through all of the ratings, all the services. We had experts. So while we did not hear from them tonight, but it is going back a month ago, that we did go through the thoughtful and deliberative process of learning about the companies and the services and their ratings." ***Mr. Zlatkin***

Mr. Seitler – "Through the chair. For the record, I would like to add to that, that not only did we do our research, but actually the educators in the non-public schools have also done their research. And I have written confirmation of that from five educators that clearly stated that this is a good company, and that they have full confidence in them." ***Mr. Seitler***

Mr. Silver – "I would like to add t that as well, that I just think the record states for itself all the due diligence that we have done and that the only reason why we had to come to this point now is because of a small technical glitch, I would say, in the system, which was maybe a 24 to 48 hour glitch as far as the licensing for the ESL, which in itself, from what I understand, was also an unnecessary complication with one or two of the teachers, had nothing to do with the provider or anything else, some sort of a break in service or something like that. So for that small, little glitch, the record states for itself the reason why this came to this point. I don't thin there should be any problems. " ***Mr. Silver***

Mr. Rubin – "Well." ***Mr. Rubin***

Mr. Inzelbuch – "Mr. Rubin you did not respond because, in all due respect, the Board of Education is your client." ***Mr. Inzelbuch***

Mr. Rubin – "Right. But let me make it clear, my job along with Mr. Inzelbuch, is to make sure that when you make a decision, he and I are there to defend it. Our job is also to make sure that before you make a decision, you do so with your eyes open. So I think we've accomplished both of those purposes this evening." ***Mr. Rubin***

Mr. Seitler – "We have a motion on the table. I think I have to second it. I second it." ***Mr. Seitler***

Mr. Grunhut – "Any further discussion?" ***Mr. Grunhut***

Mr. Silver – "We just had the discussion." ***Mr. Silver***

Mr. Finger – "Who was the second, please?" ***Mr. Finger***

Mr. Seitler – "I was." ***Mr. Seitler***

Mr. Inzelbuch – "Seitler." ***Mr. Inzelbuch***

Mr. Seitler – "Can I just ask, the motion included evaluations for who?" ***Mr. Seitler***

Mr. Silver – "To Psych Ed and Catapult. Do you want to amend it to just one vendor?" ***Mr. Silver***

Mr. Zlatkin – "Who is the speech going to, 192, 193?" ***Mr. Zlatkin***

Mr. Silver – "That is going to Catapult, Tree of Knowledge and Education Excellence." ***Mr. Silver***

Mr. Zlatkin – "There is no conflict in doing the speech evaluation? Because that was the reason why we rejected it last time." ***Mr. Zlatkin***

Mr. Silver – "Do you want to amend the evaluations to one vendor?" ***Mr. Silver***
Mr. Zlaktin – "I want to know. Can I hear the legal opinion and in one sentence?"

Mr. Inzelbuch – "I don't know the question, and I am not going to be limited to one sentence." ***Mr. Inzelbuch***

Mr. Silver – "Based on the lengthy opinion of Michael Inzelbuch, would you like to amend the evaluations in the 193 to one vendor, or leave it at two? It is that simple." ***Mr. Silver***

Mr. Seitler – "I will defer to your…" ***Mr. Seitler***

Mr. Silver – "I am going to leave it at two." ***Mr. Silver***

Mr. Zlatkin – "Leave it at two."

Mr. Silver – "That is Catapult and Psych Ed." ***Mr. Silver***

Mr. Seitler – Good, I second." ***Mr. Seitler***

Mr. Grunhut – "Any further discussion? Mr. Finger can you do the roll call?" ***Mr. Grunhut***

ROLL CALL

YES: **Mr. Fink, Ms. Gonzalez, Mr. Grunhut, Mr. Seitler Mr. Silver, Mr. Zlatkin**
NO: **Ms. Miccio**
MOTION PASSES ***MOTION PASSES***

Mr. Zlatkin – "Can we go through the Agenda?" ***Mr. Zlatkin***

Mr. Seitler – "Yeah, I have some questions on the Agenda." ***Mr. Seitler***

Mr. Grunhut – Oksy, Mr. Seitler." ***Mr. Grunhut***

Mr. Seitler – "The Agenda has your lengthy legalese, which I am totally not familiar with. Could I just ask one simple question, which, if there is any, is there any part where it is included in this agenda that has been added and that was not included in the RFP that was originally out? If there is, what is it?" ***Mr. Seitler***

Mr. Finger – "The only item that is in here that was a little more clarified than what was in the RFP is regards….on all of these is in regards to what the provider's liability is to the monitoring or services. That was in the RFP. It was pulled out of the contract language. It was expanded in here under the resolutions so that it would be a lot clearer than what was spelled out in the RFP. It is the same on all. I will give an example: on page 20, under resolution D, it is item number six, that the language that was in there when the original contract and the RFP was expanded to include all audits, reviews and monitoring of services of the district, and it goes on to say that as far as fully indemnifying the school ***Mr. Finger***

district not only for any adverse audit findings, okay, for State and Federal Aid, but that they would reimburse the district for all costs, such as litigation, appeals, audit review and modification for litigation and legal fees, expert witness fees and audit fees. So, this expanded slightly on the language that was in the RFP. Other than that everything else is pulled out directly fro the RFP>"

Mr. Seitler – "Thank you." ***Mr. Seitler***

Mr. Silver – "Though the Chair." ***Mr. Silver***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Silver – "I would like to make a motion." ***Mr. Silver***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Silver – "If we can table personnel from the agenda, with the exception of Dr. Mercora, that is B3, as Acting Assistant Superintendent until one is appointed by the Board of Education. I believe that should remain, and the rest of personnel should be tabled." ***Mr. Silver***

Mr. Seitler – "I believe that the Superintendent said that she was tabling all personnel. Am I right?" ***Mr. Seitler***

Mr. Inzelbuch – "She did say that." ***Mr. Inzelbuch***

Mr. Seitler – "Okay." ***Mr. Seitler***

Mr. Grunhut – "Are you okay with that Lydia?" ***Mr. Grunhut***

Ms. Silva – "I would like to keep that part." ***Ms. Silva***

Mr. Silver – "I think that the district can't run without, in the meantime, an interim Assistant Superintendent. So, if we are going to table the personnel, we should at least have that remain until we find one."

Mr. Inzelbuch – "Through the Chair. What is going on, Ms. Silva, you had offered on your own to table the entire personnel agenda. Do you recall that? ***Mr. Inzelbuch***

Ms. Silva – "Of course." ***Ms. Silva***

Mr. Inzelbuch – "Mr. Silver brings an excellent point, that you need assistance, I assume assistance, not an Assistant Superintendent. He is suggesting that, you do want to rethink that so you have someone helping you. But only you can hire and fire, so are you willing to rethink your statement, which came of somewhere that you wanted to table everything, to table everything but that item?

Ms. Silva – "Yes." ***Ms. Silva***

Mr. Inzelbluch – "So, Mr. Silver, Ms. Silva is thanking you, you just didn't understand that."

Ms. Silva – "Yes" ***Ms. Silva***

Mr. Inzelbuch – "Is there a second to that?"

Ms. Miccio – "I second."

Mr. Inzelbuch – "Is there discussion to that? Just so we are clear."

Mr. Seitler – "Yes, there is a discussion. Can I ask Mr. Silver in his infinite wisdom, why he chose t that one?" ***Mr. Seitler***

Mr. Silver – "Because the District will not have an Assistant Superintendent until we find one, and I sincerely believe we should be having one." ***Mr. Silver***

Mr. Seitler – "Okay, and what about Guidance Counselors?" ***Mr. Seitler***

Mr. Silver – "We have many Guidance Counselors. I don't think now that it is the summer it is so important." ***Mr. Silver***

Mr. Seitler – "Okay, thank you." ***Mr. Seitler***

Mr. Inzelbuch – "Through the Chair." ***Mr. Inzelbuch***

Mr. Seitler – "One second, could I just say one more thing? ***Mr. Seitler***

In item 20, page 26, the bottom, are you tabling that, or you are not tabling that?"

Mr. Inzelbuch – "We are tabling everything but item three at this time." ***Mr. Inzelbuch***

Mr. Seitler – "Thank you." ***Mr. Seitler***

Mr. Inzelbuch – "If you could look, just to make sure you are aware of what you are voting on, Dr. Debra Mercora, she is here. She can come in instead of being outside the door." ***Mr. Inzelbuch***

Ms. Silva – She is always outside the door." ***Ms. Silva***

Mr. Inzelbuch – "I understand that. This is Dr. Debra Mercora. Debra Mercora, Ms. Superintendent, is serving as what currently?" ***Mr. Inzelbuch***

Ms. Silva – "She is serving as the Supervisor of Language Arts for the entire District." ***Ms. Silva***

Mr. Inzelbuch – "And just so we are compliant with the law, you and only you can do this. So you are recommending that she be appointed as Acting Assistant Superintendent with a monthly stipend of $2,000, and that would be that on the top, just so we are clear, on top of her current salary. Is that correct, Ms. Silva?" ***Mr. Inzelbuch***

Ms. Silva – "Yes, that is correct." ***Ms. Silva***

Mr. Inzelbuch – "All right. The only wording you might want to consider is removing "until another one is appointed." ***Mr. Inzelbuch***

Mr. Silver – "We need a definite date." ***Mr. Silver***

Mr. Inzelbuch – "Right. Because then we get into…. I am just being the historian here… you would agree, Mr. Silver, correct?" ***Mr. Inzelbuch***

Mr. Silver – "Correct." ***Mr. Silver***

Mr. Inzelbuch – "Why don't you do like we did at one point with Mr. Andersen, on a month to month basis until such time as you find a permanent, because we have history prior to you, we did this "until", and until never came." ***Mr. Inzelbuch***

Mr. Silver – "Well, we havae to have finite date where it absolutely terminates." ***Mr. Silver***

Mr. Inzelbuch – "Right." ***Mr. Inzelbuch***

Ms. Silva – "I have no difficulty having a finite date." ***Ms. Silva***

Mr. Inzelbuch – "All right. o since you are the Superintendent, it would be on a month to month basis." ***Mr. Inzelbuch***

Ms. Silva – "Until a permanent one is assigned." ***Ms. Silva***

Mr. Inzelbuch –"So, just so we are clear, but let me…..because we are a very transparent Board. By September 1st you are going to have a recommendation publicly. It could be Dr. Mercora, it could be someone else, to be the Assistant Superintendent for a period of one year." ***Mr. Inzelbuch***

Ms. Silva – "Correct." ***Ms. Silva***

Mr. Inzelbuch – "Okay, so that means you would …and I am just saying this, being Board historian again. Irene, you will remember that the Board is going to want to meet the candidates before September 1st so they can have an informed decision and not read about this on the web, but not their package probably, or an hour before and then have 400 emails about it. So you are going to take care of that, that the Board, at the August meeting, is going to have whoever you want to be the candidates, including Dr. Mercora, I assume, in closed session, which is allowed via personnel, and then the Board will make a decision based on your recommendation; is that correct?" ***Mr. Inzelbuch***

Ms. Silva – "Correct." ***Ms. Silva***

Mr. Inzelbluch – "Mr. Silver, are you okay with that? Wouldn't that be helpful?" ***Mr. Inzelbuch***

Mr. Silver – "Yes." ***Mr. Silver***

Mr. Seitler – "Thank you, Mr. Inzelbuch." ***Mr. Seitler***

Mr. Fink – "Through the Chair. Question please. Ms. Silva, with Dr. Mercora, from not to September as an Acting Assistant Super-intendent, do you fell she has the quality to be the Acting Super-intendnet thereafter?"

Ms. Silva – "I believe that Dr. Mercora has demonstrated through out this year superior skills and commitment to the children of Lakewood. So, yes. The answer is yes." ***Ms. Silva***

Mr. Inzelbuch – "Through the Chair. Mr. Andersen is no longer with the District. Mr. Andersen, in title, was in charge of Title I, one of his many responsibilities. Ms. Silva, while Neva Musella is a wonderful executive secretary, or whatever her new title is, will Dr. Mercora, as one of her responsibilities be overseeing Title I, for both public and non-public?" ***Mr. Inzelbuch***

Ms. Silva – "I am happy to report that Dr. Mercora is already doing that without the title." ***Ms. Silva***

Mr. Inzelbuch – "Well, but I want to make it clear." ***Mr. Inzelbuch***

Ms. Silva – "Yes, it will be part of her responsibilities, an integral part."

Mr. Inzelbuch – "Thank you. So there is a motion and a second. If you would call that with the Board President, or in lieu of President, will you make that…are we allowed to make that a roll call?" ***Mr. Inzelbuch***

Mr. Grunhut – "Yes. Any further discussion?" ***Mr. Grunhut***

Mr. Zlatkin – "Yes. Is this the only thing we are voting on, if it should be talbed?" ***Mr. Zlaktin***

Mr. Inzelbuch – "That is what Mr. Silver said." ***Mr. Inzelbuch***

Mr. Zlatkin – "Okay. So we can discuss the agenda, the rest of the agenda.?" ***Mr. Zlaktin***

Mr. Seitler – "Can I just ask a question? What is…oh forget it." ***Mr. Seitler***

Mr. Zlatkin – "You can ask."

MOTION TO TABLE ALL PERSONNEL ITEMS ON THE AGENDA EXCEPT ITEM B3 (APPOINTMENT OF DR. DEBRA MERCORA AS ACTING ASSISTANT SUPERINTENDENT).

ROLL CALL:

YES: **Mr. Fink, Ms. Gonzales, Mr. Grunhut, Ms. Miccio, Mr. Seitler, Mr. Silver, Mr. Zlatkin**

MOTION PASSED

AGENDA
JULY 14, 2010

I. PLEDGE OF ALLEGIANCE – PRESIDENT, LAKEWOOD BOARD OF EDUCATION

II. ROLL CALL

III. PRESENTATIONS - NONE

IV. MINUTES - NONE

V. RECOGNITION OF THE PUBLIC

VI. CORRESPONDENCE AND COMMUNICATIONS

VII. COMMITTEE REPORTS

VIII. REPORTS AND RECOMMENDATIONS OF THE BOARD SECRETARY/BUSINESS ADMINISTRATOR

A. Acknowledge the receipt of Requests for Proposals for Chapter 192 and Chapter 193 Professional Services for the 2010-2011 school year, opened on Thursday, July 8, 2010, and reject as follows: (see Attachment A)

Advance Education Advisement Corp./Learn-It	-	Chapter 192, Chapter 193
Catapult Learning	-	Chapter 192, Chapter 193
Consultants On Call	-	Chapter 193
Cross County Clinical Inc.	-	Chapter 193

Education Excellence	-	Chapter 192, Chapter 193
Psych-Ed Services	-	Chapter 193
Regional Enrichment & Learning Center (REAL)	-	Chapter 192
Tree of Knowledge	-	Chapter 192, Chapter 193

B. Approve the award of the Requests for Proposals for Chapter 192 and Chapter 193 Services for the 2010-2011 school year to the following vendors:

Chapter 192:	Catapult Learning	(Compensatory Education, ESL, Home Instruction)
	Education Excellence	(Compensatory Education, ESL, Home Instruction)
	Tree of Knowledge	(Compensatory Education, ESL, Home Instruction)
Chapter 193:	Catapult Learning	(Examination and Classification)
	Psych-Ed Services	(Examination and Classification)
	Catapult Learning	(Supplemental and Speech)
	Education Excellence	(Supplemental and Speech)
	Tree of Knowledge	(Supplemental and Speech)

The contract awards are subject to the following conditions:

For Chapter 192

General Contract Requirements:

The contract term shall be for one (1) year (September 1, 2010 through June 30, 2011).

1. The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals, and supportive personnel.

2. The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

3. The amount of liability insurance shall, under no circumstances be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00).The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

4. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

5. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education. No additional funds shall be required.

6. The intended services herein can be terminated upon sixty (60) days notice by the Board or the Agency/Service Provider.

Program Requirements:

1. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.

2. The Agency/Service Provider shall provide Compensatory Education to eligible pupils in communications (Reading and/or Writing) and Computation (Mathematics). (N.J.A.C. 6:8); English as a Second Language to eligible pupils identified as limited English proficient (N.J.A.C. 6A:15 et seq.). [Communications – 60 minutes / Computation – 60 minutes / Both – 120 minutes / English as Second Language – 60 to 90 minutes]

3. Such services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46A-1 et seq. (Chapter 192 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.9 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.
4. The Agency/Service Provider shall prepare, and manage the submission of any and all required application forms including, but not limited to, “Form 407-1” in a timely fashion.

5. The Agency/Service Provider shall be responsible to notify, in writing, any and all non-public schools within the Lakewood School District, regardless of religion or orientation, as to the availability of the services herein, by no later than October 1, 2010 and provide a copy of same to the District’s Office of Non-Public Services.

6. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the “Non-Public School Auxiliary Report” (see N. J.S.A. 18A:6-4)

7. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6.2(l).

8. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.

9. The Agency/Service Provider shall prepare and provide to the District any and all documents required pursuant to N.J.A.C. 6A:14-6.2.

10. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.

11. With regards to Compensatory Education services, the Agency/Service Provider shall assess annually each pupil receiving said services in reading, writing, and mathematics with the cost of same to be borne exclusively by the Agency/Service Provider. The assessment shall not be limited to standardized test scores, but shall include the use of additional diagnostic or criterion referenced information, such as teacher ratings, report cards, writing samples, and book level tests. All of the above information will be provided to the District's Office of Non-Public Education within thirty (30) days of completion of same.

12. The approved Agency/Service Provider shall develop and implement an Individual Improvement Plan for each pupil serviced, and provide a copy of same to the District's Office of Non-Public Education within thirty (30) days of completion of same.

13. With regards to English as a Second Language Services, the Agency/Service Provider shall notify the parents or guardians in their native language to ensure parental understanding of the process, their rights, and the form completion. Any and all required assessments shall be completed exclusively by the Agency/Service Provider with the Agency/Service Provider bearing the cost of same.

14. Copies of any and all assessments and notices referred to above shall be provided via certified mail (return receipt requested) where applicable to:

a. The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services;
b. The school attended by the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services; and
c. The Coordinator of Non-Public Services.

15. Interim Reports of services shall be delivered by the Agency/Service Provider, on a monthly basis, to the Coordinator of Non-Public Services, at no additional charge.

16. The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services, any and all forms required by the State of New Jersey, in a timely fashion, at no

additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.

17. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Coordinator of Non-Public Services, at no additional charge.

18. The Agency/Service Provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/ Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year.

19. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number of said individual.

20. The Agency/Service provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal by the due date for the submission of the Request for Proposal.

21. The Agency/Service provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement.

22. The Agency/Service Provider shall provide all necessary personnel to provide the services in accordance with any and all New Jersey Department of Education requirements. All staff will be required to undergo criminal background checks as required by the state at no cost to the district and prior to the commencement of their employment. All staff must possess the appropriate licenses to provide the services and continue to possess those licenses during the term of the contract awarded.

23. The Agency/Service Provider shall maintain attendance records of both staff and students in a form acceptable to the district, class schedules and progress reports for each student and provide copies to the district's Office of Nonpublic Services.

24. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.

25. The Agency/Service Provider agrees that it is an independent contractor and is solely responsible for paying all salaries, wages, benefits and other compensation and for withholding and

paying all applicable federal, state and local income taxes, FICA, Medicare unemployment, workers compensation and disability insurance.

26. The Agency/Service Provider agrees to gather the testing data required to determine eligibility from each of the participating nonpublic schools and cover the cost of scoring and reporting on the achievement test for grades two through eleven in accordance with all applicable New Jersey State regulations.

27. The Agency/Service Provider will provide all required materials and facilities, i.e. modular classroom units, to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units the units so purchased by the school district shall become the property of the school district. If funding is not available or is inadequate, the Agency/Service Provider will be fully responsible to provide modular classroom units and all incidental costs with regard to the operation of same.

28. The Agency/Service Provider shall provide a roster of students on a monthly basis, no later than the 15th of each month to the district's Office of Nonpublic Services along with the monthly billing. This is a condition precedent to receiving payment from the district. In addition a certification shall be attached to all billings that the billings are accurate and in accordance with all applicable laws and regulations.

29. The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

30. The Agency/Service Provider shall compensate their staff in accord and substantially similar with the compensation package of other third party providers in the State of New Jersey.

For Chapter 193

General Contract Requirements for ALL Chapter 193 Programs:

The contract term shall be for one (1) year (September 1, 2010 through June 30, 2011).

The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals(s), and supportive personnel.

The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

The amount of liability insurance shall, under no circumstances be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00). The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

5. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

6. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 1:00 P.M. for any and all information/documentation requested by the Board.

7. The Agency/Service Provider will be approved by the New Jersey Board of Education for the delivering of services set forth herein.

8. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.

9. The Agency/Service Provider shall prepare, provide, and manage the submission of any and all required application forms including, but not limited to, "Form 407-1" to the required State agencies in a timely fashion.

10. Such services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46-19.1 to 19.9 et seq. (Chapter 193 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.9 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

11. The Agency/Service Provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/ Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent of Schools prior to the commencement of the school year.

12. The intended services herein can be terminated upon sixty (60) days notice by the Board or the Agency/Service Provider.

Requirements for the EXAMINATION and CLASSIFICATION Program:

1. Agency/Service Provider shall provide Examination and Classification, including Initial evaluation, Re-evaluation, and Annual Reviews, services to the Board for all eligible children enrolled in non-public schools in the school District, upon receipt of a written request from the Coordinator of Non-Public Services. Such services shall be rendered pursuant to, and in accordance with N.J.S.A. 18A:46-1.91 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

2. Initial Evaluations, Re-Evaluations, and Annual Reviews shall be scheduled, completed and provided to the aforementioned individuals/entities in accordance with the regulations prescribed by the New Jersey Administrative Code.

3. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education per case. Payment shall be made within sixty (60) days of presentation of the Evaluations or Annual Review to the Coordinator of Non-Public Services of the evaluations, a copy of the transmittal letter to the parent(s)/guardian(s) of the child in question, as well as to the school, wherein the child attends, and a meeting as discussed below.

4. The scheduling of the services herein shall be coordinated by the Agency/Service Provider with a confirmation letter forwarded to the parent(s)/legal guardian(s) of the child in question, and the Coordinator of Non-Public Services, at no additional charge.

5. Within the time limits prescribed by the New Jersey Administrative Code, the Agency/Service Provider will create and establish a meeting date to be held in Lakewood, New Jersey, to discuss the results of the evaluation(s) with written notice provided to the parent(s)/legal guardian(s) of the child in question, the school attended by the child in question, and the Coordinator of Non-Public Services, at no additional charge.

6. The Annual Review will be held in Lakewood, New Jersey, with written notice provided to the parent(s)/legal guardian(s) of the child in question in accordance with regulations prescribed by the

New Jersey Administrative Code, the school attended by the child in question, and the Coordinator of Non-Public Services, at no additional charge.

7. The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services in a timely fashion to meet district and state deadlines, any and all forms required by the State of New Jersey in a timely fashion, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.

8. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Coordinator of Non-Public Services, at no additional charge.

9. Any and all evaluations will include, but not be limited to, a functional assessment of academic performances, and, when necessary, appropriate behavior, a structured in-class observation; an interview with the teacher(s) and parent(s)/legal guardian(s) of the child in question, with same being conducted by a duly licensed learning consultant, social worker and/or psychologist, as required by law.

10. The Agency/Service Provider shall provide the name(s) of said individuals within no less than three (3) learning consultants, three (3) social workers and three (3) psychologists who will be utilized to perform the services envisioned herein. The Board retains the absolute right of discretion as to who shall perform said services and may reject any and all name(s) provided.

11. If required, in additional to a Learning and Psychological Evaluation, the following will be provided at the sum provided by the State of New Jersey Department of Education per case; Neurological, Psychiatric, Audiological, Speech and Language Assessment, Occupational Therapy, Physical Therapy and other evaluations as deemed appropriate.

12. No evaluations will be scheduled without written assurance by the Agency/ Service Provider that the sum to be assessed is in accordance with State guidelines.

13. An Initial Evaluation shall include at least an Educational Assessment and Psychological Assessment with additional assessments as deemed appropriate.

14. A Re-Evaluation shall be completed in accordance with N.J.A.C.6A:14-3.8.

15. An Annual Review shall be completed in accordance with N.J.A.C.

16. The Agency/Service Provider shall not charge the Board for "no shows".

17. All Service Plans shall contain specific Goals and Objectives based on the individual child's

needs. The determination of an individual child's needs shall be based on a variety of factors, including, but not limited to, evaluations (formal and informal), parent interview(s), teacher(s) interview, and on-site observations of the child other than in a testing situation and/or one-on-one situation.

18. The Agency/Service Provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement (if applicable) and holding/attending meetings in accordance with Medicaid (SEMI) regulations.

Requirements for the SUPPLEMENTAL INSTRUCTION AND SPEECH PROGRAMS:

1. Agency/Service Provider shall provide Corrective Speech Services and Supplementary Instruction Services to eligible pupils who are enrolled full-time in a non-public school in accordance with New Jersey Department of Education Guidelines under P.L. 193, N.J.S.A.18A:46-19.1 to 19.9.

2. Speech/language therapy classes will consist of no more than five (5) in a group experiencing similar articulation and language disorders. Corrective Speech students will receive the following:

Articulation	35 Minutes per Week
Voice, Fluency & Language	35 Minutes per Week
Severe Cases	35 to 60 Minutes per Week

3. Supplemental Instruction grouping will consist of five (5) students or less exhibiting similar needs as identified in their Service Plans. Supplementary Instruction students will receive 90 Minutes per week.

4. The Agency/Service Provider shall be responsible to notify in writing, any and all non-public schools within the Lakewood School District, regardless of religion or orientation, as to the availability of the services herein.

5. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Pupil Auxiliary Report" (See N.J.S.A. 18A:6-4).

6. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6-2(l).

7. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.

8. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the

Department of Education, Office of Finance, and to the County Superintendent.

9. The approved Agency/Service Provider shall develop and implement an Individual Improvement Plan for each pupil serviced and collect data to monitor progress using norm referenced and standardized scores.

10. The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services, any and all forms required by the State of New Jersey, in a timely fashion in order to meet all district and state deadlines, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.

11. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Coordinator of Non-Public Services, at no additional charge.

Requirements for Procedures for ALL PROGRAMS:

1. Copies of Initial Evaluations, Re-Evaluations, and Annual Reviews shall be provided, in accordance with regulations prescribed by the New Jersey Administrative Code, via certified mail to:
   a. The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services;
   b. The school attended by the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services; and
   c. The Coordinator of Non-Public Services.

2. Interim Reports of services shall be provided by the Agency/Service Provider, on a monthly basis, to the Coordinator of Non-Public Services, at no additional charge.

3. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education. No additional funds shall be required.

4. The Agency/Service provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal.

5. The Agency/Service provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal.

6. The Agency/Service provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement.

7. The Agency/Service Provider shall provide all necessary personnel to provide the services in accordance with any and all New Jersey Department of Education requirements. All staff will be

required to undergo criminal background checks as required by the state at no cost to the district and prior to the commencement of their employment. All staff must possess the appropriate licenses to provide the services and continue to possess those licenses during the term of the contract awarded.

8. The Agency/Service Provider shall maintain attendance records of both staff and students in a form acceptable to the district, class schedules and progress reports for each student and provide copies to the district's Office of Nonpublic Services.

9. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.

10. The Agency/Service Provider agrees that it is an independent contractor and is solely responsible for paying all salaries, wages, benefits and other compensation and for withholding and paying all applicable federal, state and local income taxes, FICA, Medicare unemployment, workers compensation and disability insurance.

11. The Agency/Service Provider agrees to gather the testing data required to determine eligibility from each of the participating nonpublic schools and cover the cost of scoring and reporting on the achievement test for grades two through eleven in accordance with all applicable New Jersey State regulations.

12. The Agency/Service Provider will provide all required materials and facilities, i.e. modular classroom units, to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units the units so purchased by the school district shall become the property of the school district. If funding is not available or is inadequate, the Agency/ Service Provider will be fully responsible to provide modular classroom units and all incidental costs with regard to the operation of same.

13. The Agency/Service Provider shall provide a roster of students on a monthly basis, no later than the 15th of each month to the district's Office of Nonpublic Services along with the monthly billing. This is a condition precedent to receiving payment from the district. In addition a certification shall be attached to all billings that the billings are accurate and in accordance with all applicable laws and regulations.

14. The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the

school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

15. The Agency/Service Provider shall compensate their staff in accord and substantially similar with the compensation package of other third party providers in the State of New Jersey.

16. The district has the absolute right to approve in advance any and all individuals who shall provide the services as well as request that any individual providing services cease doing so at the district's request so long as such approval does not create liability for the Agency/Service Provider with regard to federal and state discrimination statutes.

17. The Agency/Service Provider shall utilize consultant(s) selected by the district at no additional costs to the district.

18. The district retains the absolute right to secure evaluations other than those conducted by the Agency/Service Provider utilizing appropriate state funds.

19. Any and all evaluations determined appropriate including but not limited to psychological, educational, speech, occupational therapy, physical therapy, neurological and psychiatric are to be provided at no additional cost to the district in accordance with applicable state laws. Should parents/guardians waive evaluations; same will be codified immunity in accordance with the NJ Administrative Code.

20. Any and all evaluations listed on the Assessment Plan (Nature and Scope) must be completed within the time frames delineated by the NJ Administrative Code. The district will only render payment if all evaluations listed in the Assessment Plan are completed in accordance with the NJ Administrative Code both as to time and substance.

21. The Agency/Service Provider will utilize the services of occupational and physical therapists to conduct evaluations in accordance with applicable code, rules and regulations and will directly pay consultants selected by the district.

22. All re-evaluations will contain new formal testing or informal data and a clear rationale why no formal testing was conducted.

23. All Service Plans will contain current levels of performance, a clear delineation of related services provided if any, and individualized goals and objectives.

24. The Agency/Service Provider is responsible to provide all annual, initial and re-evaluations and meetings for Speech Only IEP as required by the New Jersey Administrative Code.

25. All programs must be operational by the beginning of the school year, September 1, 2010.

C. Approval of the contract previously awarded at the June 2, 2010 board meeting to Catapult Learning, Learn-IT Systems and Tree of Knowledge for Title I Basic Skills Services for Nonpublic Schools for the 2010-2011 school year subject to the following conditions:

General Contract Requirements:

1. The contract term shall be for one (1) year September 1, 2010 through June 30, 2011.

2. The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals, and supportive personnel.

3. The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

4. The amount of liability insurance shall, under no circumstances be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00). The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

5. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

6. The intended services herein can be terminated upon sixty (60) days notice by the Board or the Agency/Service Provider.

Program Requirements:

The Agency/Service Provider shall provide Compensatory Education to eligible pupils in communication (Reading and/or Writing) and computation (Mathematics). (N.J.A.C. 6:8). The

number of said vehicles and teachers required appear on Schedule A. The fee structure appears on Schedule B. Instructional time allotted shall be set forth on Schedule C.

The Agency/Service Provider shall provide guidance counseling, social skills and social work services to eligible pupils in accordance with Schedule B and Schedule C.

The Agency/Service Provider shall provide the option of using funds for instructional services for a preschool program and/or a technology based reading and math program.

The Agency/Service Provider shall provide instruction to eligible pupils in Hebrew Grammar.

Such services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46A-1 et seq. (Chapter 192 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.9 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education and Title I Part A of ESEA.

With regards to Compensatory Education services, compliance in accordance with Title I Part A of ESEA, the Agency/Service Provider shall assess annually each pupil receiving said services in reading, writing, and mathematics with the cost of same to be borne exclusively by the Agency/ Service Provider. The assessment shall **not** be limited to standardized test scores, but shall include the use of additional diagnostic or criterion referenced information, such as teacher ratings, report cards, writing samples, and book level tests.

The Agency/Service Provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year.

The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 1:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number of said individual.

See the requirements as stipulated in the following Schedule A, Schedule B and Schedule C of these specifications.

SCHEDULE A

Facilities:

Basic Skills (Title I) services will be provided in one classroom of a multi-classroom trailer unit located at each of the following schools, with the Agency/Service Provider furnishing all necessary insurance, maintenance, power and fuel for said units, if adequate space in each school site is unavailable.

Currently there are 68 nonpublic schools located in Lakewood Township educating approximately 20,000 students. A recent survey indicated that approximately 2,500 students will need some form of academic supplemental instruction, approximately 1,000 students would benefit from the assistance of a guidance counselor and approximately 1,000 students would benefit from the services of a social worker and social skills specialist. Currently, Title I services take place in a limited number of nonpublic schools but the district expects that most schools will receive Title I service during the 2010-11 school year. Additional schools will be added based upon consultation with nonpublic schools if there is a demonstrated need for services and available funding.

Teaching Staff:

Basic Skills (Title I) services will be provided by fully-certified teachers and/or counselors and social workers. Staff will be assigned to each participating non-public school and additional sites based on projected enrollment. Substitute teachers and guidance counselors will provide services when regular staff is unavailable. Staff schedules will be adjusted to reflect the need as determined by the number of students participating from any additional verified schools and available Title I instructional funds.

SCHEDULE B

- Services will be offered to all eligible students in grades Kindergarten through Grade 12.

- Title I may provide service in thirty (30) or forty-five (45) minute or sixty (60) minute class periods depending on school schedule and individual student needs.

- Service time is offered dependent upon the needs of the selected students and may occur as much as one hour per day, five days per week.

- Each school will be eligible to receive supplemental (Reading, Language Arts and/or Math) instruction for Basic Skills (Title I) to eligible students based on student needs.

- Services will be rendered from October 1, 2010 through June 30, 2011, and similar dates for the ensuing years that this contract is in effect.

- Enrollment will be limited based upon available Title I funding. Any additional students will be placed on a waiting list.

- Parents of basic skills students will have the opportunity to attend informational sessions hosted by the Board and/or Provider that explain the type of services their child will receive, the selection criteria and method of evaluating student progress.

- Guidance counseling, social skills and social work services will be available for indentified students to help remove barriers that may inhibit learning. Guidance counseling, social skills and social work services may be for as much as one (1) hour per day.

- Those students participating in both Chapter 192 and Basic Skills (Title I) will be provided service in thirty (30) or forty-five (45) minute or sixty (60) minute class periods depending on school schedule. This will allow for the full range of time under both programs.

SCHEDULE C

Instructional time allocated for participating Non-Public Basic Skills (Title I) students will be as follows:

Math Skills – 60 minutes maximum per day, maximum 5 days per week
Reading Skills - 60 minutes maximum per day, maximum 5 days per week
Writing Skills - 60 minutes maximum per day, maximum 5 days per week
Counseling Services - 60 minutes maximum per day, maximum 5 days per week
Social Work Services - 60 minutes maximum per day, maximum 5 days per week
Social Skills Services - 60 minutes maximum per day, maximum 5 days per week

The Agency/Service provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement (if applicable).

The Agency/Service Provider shall be responsible for the collection and reporting of data and maintenance of a database as requested by the school district. The database shall include student information, demographics, test scores, service dates and school rosters. Furthermore, the Agency/Service Provider must submit a detailed monthly invoice that calculates billing based on services provided at each school. The monthly invoice must include class schedules, student attendance data and staff attendance data.

The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes

payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

D. Approval of the contract previously awarded at the June 2, 2010 board meeting to Bayada Nurses and Catapult Learning for Nonpublic Nursing Services – Chapter 226 for the 2010-2011 school year subject to the following conditions:

General Contract Requirements:

The contract term shall be for one (1) year September 1, 2010 through June 30, 2011.

1. The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals, and supportive personnel.

2. The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

3. The amount of liability insurance shall, under no circumstances be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00). The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

4. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

5. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 1:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number of said individual.

6. Payment shall be made on a monthly basis upon the presentation of documentation evidencing services and/or supplies having been provided.

7. The Board of Education agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education. NO additional funds shall be required.

8. The intended services herein can be terminated upon sixty (60) days notice by the Board of Education or the Agency/Service Provider.

Program Requirements:

The Agency /Service Provider shall provide a listing of the personnel to be utilized at the commencement of the school year. Any changes of personnel shall be reported to the Office of Non-Public Services in a timely fashion.

The Agency/Service Provider will notify all non-public schools in the District via writing (with a copy to be provided to the Office of Non-Public Services) in September 2010, as to the funding opportunities pursuant to chapter 226, notification requirements who(m) the personnel will be at their individual school (if any), the policies/procedures to be utilized.

The Agency/Service Provider shall provide medical examinations, vision/hearing screenings, emergency care, immunization documentation, maintenance of health records, medical supplies, and any and all other required services.

The Agency/Service Provider shall be aware that the services to be provided herein are available to all New Jersey resident students attending Nonpublic Schools in Lakewood.

The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services, any and all forms required by the State of New Jersey, in a timely fashion, at no additional charge. Same will be “ready” to be directly transmitted to the State of New Jersey. It is the obligation of the Agency/Service Provider to obtain any and all forms required by any and all government entities.

The Agency/Service Provider shall provide upon request, with such reports and/or documentation/ information requested by the Coordinator of Non-Public Services, at no additional charge.

The Agency/Service Provider shall provide to the Board of Education copies of licenses of all nurses providing services under the Contract, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year.

The Board of Education shall maintain the absolute right to disapprove of any intended personnel

for any legal reason.

The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

E. Approval of the contract previously awarded at the June 30, 2010 board meeting to Catapult Learning for Nonpublic IDEIA Services for the 2010-2011 school year subject to the following conditions:

General Contract Requirements:

The contract term shall be for one (1) year September 1, 2010 through June 30, 2011 with an absolute option to renew by the Board at their sole discretion in accordance with the terms herein for an additional two (2) one (1) year periods.

The Agency/Service Provider agree to actively pursue policies of affirmative action in employment of staff, professional and supportive personnel.

The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Request for Proposal ("RFP").

The Agency/Service Provider shall indemnify the Board of Education for any and all costs and / or charges incurred with regard to the services provided herein, should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency /Service Provider herein, its agents, employees, or assigns.

The Agency /Service Provider will be approved by the New Jersey Department of Education for the delivery of services set forth herein.

The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school

district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

Program Requirements:

1. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein. Said individual shall be available via telephone five (5) days a week between the hours of 8:30 am and 4:30 pm for any and all information / documentation requested. The Agency/Service Provider will be required to maintain an Office based in Lakewood, New Jersey wherein staff and/or parents/guardians can meet to plan educational programming and monitor student progress.

2. The Agency/Service Provider shall provide to all Preschool children receiving services herein with current Service Plans within thirty (30) days of said children being found eligible for services. As to children enrolled in all other grades receiving services herein the Agency/ Service Provider shall fully cooperate and provide the requisite information to the Board or its' designee in a timely fashion so as to facilitate the provision of Service Plans in accordance with the law. The Agency/Service Provider is responsible for the collection of all necessary data and forms for Medicaid reimbursement.

3. The Services to be provided herein will be in compliance with the Individuals with Disabilities Improvement Education Act ("IDIEA"), any and all Federal and New Jersey state laws regarding same.

The Provider shall be responsible to provide all educational supplies for the services described herein, including, but not limited to, testing, protocols, textbooks, computers, printers, guide books, general supplies, teaching materials, educational computer software, workbooks, paper, writing instruments, progress reporting forms based on the needs of the children serviced therein. All costs must be in accordance with IDEIA and OMB Circular A-87 regulations, which require all costs to be necessary, reasonable and allocable.

The Provider will furnish three (3) full-time secretaries and three (3) full-time supervisors Full time shall be defined as 30 hours per week).

The provider will provide an individual qualified as a behavioral consultant (Board Certified Behavioral Consultant or a Doctorate Level Psychologist) to provide professional

development, parent training, teacher training, and /or direct services to the students serviced herein for no less than twenty (20) hours per week. Payment for these services will be borne solely by the Provider at no additional cost to the District.

The services herein are open to eligible pupils from all non–public schools located within Lakewood, as determined by the Board in accordance with the needs of the non-public children to be served, which, at this time, are as follows (and may be subject to change):

SINGLE SITE LOCATION (Non-Public Supplementary Program)

(a) Times, class size and number of supplementary classes is as follows:

w 10:30 a.m. to 2:30 p.m. (Monday thru Thursday) and 10:30 a.m. to 12:30p.m. (Friday)	Eleven (11) Pre-School Classes No more than 12 students per class
w 1:00 PM to 3:00 PM, (Monday thru Thursday)	Two (2) Kindergarten Classes No more than 8 students per class

Adaptive Physical Education classes shall be provided for thirteen (13) hours per week

(b) As to the single site location, the services shall be provided to eligible individual students between the hours of 10:30 A.M. to 3:00 P.M., as determined by the Service Plans of the students which may include academic instruction and/or related services based on the individualized needs of the students served.

(c) As to the single site location, the Service Provider will be responsible for providing all furnishings, supplies, educational materials, updated materials, evaluations and protocols for speech therapists. Furnishings shall support a print rich environment in classrooms and throughout the site including but not limited to bulletin boards, chart stands and bookcases. Supplies shall include but not be limited to paper, pencils, notebooks, glue and art supplies. Educational and supplemental materials to support all learners shall include but not be limited to leveled classroom libraries with fiction and non-fiction, guided reading materials and high/ low interest level books. The Agency/Service Provider shall be responsible for the routine maintenance of the facility. The school district is responsible for the rental fees for the facility. All costs must be in accordance with IDEIA and OMB Circular A-87 regulations, which require all costs to be necessary, reasonable and allocable.

(d) As to the single site location all preschool supplemental classes will have two (2) teachers; and one (1) paraprofessional/instructional assistant. With regard to the teaching staff he/she will possess a Masters in Special Education, New Jersey licensure, and have no less than two (2) years experience working with preschool disabled (PSD) and/or elementary students.

With regard to the paraprofessional/teaching assistant, he/she will posses at the very minimum a high school degree, pursuing a bachelor of arts related to education, and at least one (1) years experience working with disabled students.

(e) The Provider shall also provide an Educational Coordinator to provide services of thirty (30) hours per week. This individual shall possess at least five (5) years experience, New Jersey licensure in special education, and a Master's Degree in Special Education and extensive experience with preschool and elementary curriculum development. The Provider shall also provide two (2) Preschool Curriculum Coordinators to provide services of thirty (30) hours per week and one (1) Curriculum Coordinator for five (5) hours per week for Kindergarten.

(f) The Agency/Service Provider shall provide the following additional staff six and a half (6.5) full time (defined as 30 hours per week) Speech Therapists and a Speech Supervisor for twelve (12) hours per week with appropriate New Jersey certifications. Copies of certifications must be provided to the school district. All therapists must be fingerprinted in accordance with NJDOE regulations. In addition, an Educational Consultant shall be provided for fifteen (15) hours per month.

(g) The Agency/ Service Provider shall provide a detailed Plan for obtaining substitutes should any of the individuals described herein be unable to perform his/her duties. All substitutes must be fingerprinted in accordance with NJDOE regulations.

(h) The Agency/ Provider shall provide a detailed Plan as to how the services herein will follow any and all applicable New Jersey educational/ curriculum standards, the experience of the Agency/Provider with standards, and how progress will be monitored and shared with parents/guardians.

NON-PUBLIC RESOURCE ROOM SITE LOCATIONS:

a) All resource room locations will have a maximum of twelve (12) students. All resource room locations will provide services four (4) or five (5) days per week dependent on school schedules.

b) The Provider shall provide a response that encompasses thirty (30) resource room locations. Each resource room class will receive instruction from at least one (1) New Jersey certified special education teacher with a Master's Degree and relevant experience working with classified students as well as two (2) paraprofessionals/instructional assistants who at a minimum is pursuing a bachelor of arts degree related to education and at least one (1) year experience working with classified students. All staff must be fingerprinted in accordance with NJDOE regulations

c) The Provider shall be solely responsible herein for securing classroom space at the

locations to be served. All resource rooms must be operational at the commencement of the 2010-2011 school year.

d) The requirements as listed above in Paragraphs “g” and “h” above shall be complied with in providing the services described herein.

PRESCHOOL SERVICE PLANS

a) The Provider shall be prepared to provide no more than two hundred (250) preschool Service Plans at no cost to the school district.

b) The Provider shall provide all required materials to complete Service Plans, including, but not limited to, testing protocols, guide books, supplies, materials, paper.

c) All Service Plans shall be numbered and list the name of the student in question on each page of the Service Plan. The Agency/ Service Provider shall guarantee that appropriate personnel and parents/guardians will be in attendance at Service Plan meetings and shall be in accordance with any and all requirements of the New Jersey Department of Education and Medicaid (SEMI).

d) After an approximate sixty (60) day diagnostic period wherein the student is receiving services as described herein a meeting shall be held to revise the Service Plan (if needed) with the appropriate personnel and parents/guardians in attendance to most accurately reflect the student’s current functioning level(s) and anticipated goals and objectives.

SHADOWS (PARAPROFESSIONALS)

a) The Provider shall provide a total not to exceed 400 (four hundred) hours of shadowing services per week during the contractual period herein as determined by the Board and based on the individualized needs of the students serviced. (A Shadow shall be defined as a paraprofessional who is pursuing a bachelor of arts degree related to education who shall assist classified students in the social, academic, and/or behavioral domains in the mainstream classroom, small group setting, an/or in a one on one setting.)

b) A coordinator will be provided for fifteen (15) hours per week. This coordinator shall have relevant experience and shall be a New Jersey licensed special education teacher or social worker and will be responsible to coordinate the services herein, collect data and monitor progress, provide direct services, and collaborate with teaching staff.

c) Payment for all services will be rendered upon presentation of the appropriate documentation to support the services actually provided on a monthly basis.

F. Approval of the Title I Provider Selection Form for nonpublic schools for the 2010-2011 school year.

G. Approval of the maximum hourly rates for Title I services by third-party providers for nonpublic school instructional services for the 2010-2011 school year as follows:

Teachers	$ 53.61
Paraprofessionals	$ 45.32
Counselors (< 10 years experience)	$ 70.88
Counselors (> 10 years experience)	$102.15
Social Skills	$ 44.77
Coordinator	$ 78.59
After School Paraprofessional	$ 51.98
Home Tutoring	$ 66.00
Extended Year Teacher	$ 66.00
Extended Year Counselor	$ 81.23

IX. REPORTS AND RECOMMENDATIONS OF THE SUPERINTENDENT OF SCHOOLS

A. **SUPERINTENDENT'S ITEMS**

1. Approval for Andrea De John, Guidance Counselor at Lakewood High School to receive $40.00 per hour to work with administration and the programmer to ensure student's schedules are correct for the restructuring initiatives for the school year 2010-2011, including all other Guidance issues that arises in the summer. The total hours for the summer will be 240 hours.

2. Approval for Joanne Schleicher to work 50 hours during the summer to update computers in all classrooms and transfer necessary computers to accommodate restructuring of Lakewood High School for the coming school year 2010-2011.

B. PERSONNEL

Reports and Recommendations of the Superintendent of Schools for the following professional staff in accordance with the requirements of Element 6, Indicator 6.5 of the monitoring process.

1. CERTIFICATED

a. Resignations – N/A at this meeting

b. Retirements – N/A at this meeting

c. Terminations - N/A at this meeting

d. Leaves of Absence - N/A at this meeting

e. Transfers - N/A at this meeting

f. Appointments

(1) KANT, Jessica ***Tabled***
Guidance Counselor – LHS
Salary: BA, Step 3 - $45,141
Effective: July 15, 2010
Terminating: June 30, 2011
(Replacement for Linda Foster $80,593)

(2) GALINDO, Carolina ***Tabled***
Guidance Counselor – LHS
Salary: MA, Step 4 - $48,441
Effective: July 15, 2010
Terminating: June 30, 2011
(Replacement for Maldi Monesson $81,613)

(3) MERCORA, Dr. Debra
Appoint as Acting Assistant Superintendent
with a monthly stipend of $2,000.00
Effective: July 15, 2010
until an Assistant Superintendent is appointed
by the Board of Education

g. Reappointments – N/A at this meeting

h. Salary Adjustments – N/A at this meeting

i. Stipends - N/A at this meeting

j. Tuition Reimbursement – N/A at this meeting

k. Miscellaneous - N/A at this meeting

2. NON-CERTIFICATED

a. Resignations - N/A at this meeting

b. Retirements - N/A at this meeting

c. Terminations - N/A at this meeting

d. Leaves of Absence - N/A at this meeting

e. Transfers - N/A at this meeting

f. Appointments

(1) CAIOLA, Barbara ***Tabled***
Administrative Assistant to the Board
Salary: $45,000
Effective: July 15, 2010
Terminating: June 30, 2010
(Replacement for Cynthia Romano $68,500)

* Appointment subject to approval of Criminal History background check by State Department of Education, as per NJSA 18A:6-7-1, et. seq., NJSA 18A:39-17 et. seq., or NJSA 18A:6-4.13 et seq., as applicable.

** As required by law and code, this Emergent Employee Resolution, upon motion duly made, seconded and carried, it was RESOLVED that this person be employed by the Board of Education of the Lakewood Public School District in the County of Ocean on an emergent basis.

*** This position does not include the following:

Medical Coverage	Personal Days
Dental Coverage	Professional Days
Prescriptions	Vacation Days
Optical Coverage	Sick Days
Reimbursement for Credits	

Mr. Inzelbuch – "Let's have a round of congratulations for Dr. Debra Mercora." ***Mr. Inzelbuch***

Mr. Seitler – "Could I just ask a question here? We have a ***Mr. Seitler***

third party provider selection form for 2010-2011. I am not sure if this is an addendum or what this is, but can I have some clarification about why we have this and where the date came from and is this required by law, by Statr?"

Mr. Zlaktin – "What page?" ***Mr. Zlaktin***

Mr. Seitler – "Or was it a figment of someone's imagination?" ***Mr. Seitler***

Ms. Miccio – "What page does it start with?"

Mr. Seitler – "It is added on. It is not a page, it was stuck in." ***Mr. Seitler***

Mr. Finger – "Through the Chair. It is on the Agenda this evening. It is, I believe, item E, but let me just double check. In fact, yes, it is item E, approval of the Title I provider selection form for non-public schools. We obtained a copy of this form and changed it slightly for our use, but was a form that is also used by the New York City Board of Ed. As we now have multiple providers for Title I, Federal guidelines would recommend and prefer that there be something in writing that you obtain from the non-public school stating what provider they are using. Also, similar to what they are doing in New York, we have put in there that, you know, that they're going to certify they've selected that provider. It is the provider they're selecting for one year. Because you don't want schools to be changing constantly during the school year. You pick a provider, you stick with that provider for the year. Also, one of the items that we liked after looking at it was this principal statement assurances, where they assure the public school district for all these items that are in there, what they're going to do and how they're going to operate, the program that they're doing with the third-party provider. So that is why we have this form in here. It is recommended by Federal guidelines, and it will make our lives, I believe a lot easier so that the schools have said, "this is who we are choosing, this is who we are going to use for the year". Then we know who the bills are going to be coming from so we can track that." ***Mr. Finger***

Mr. Seitler – "I was specifically talking about the date." ***Mr. Seitler***

Mr. Finger – "I am sorry, the State." ***Mr. Finger***

Mr. Seitler – "The date?" ***Mr. Seitler***

Mr. Finger – "Oh, the date." ***Mr. Finger***

Mr. Seitler – "In other words, like, why did we pick July 23rd, which is exactly." ***Mr. Seitler***

Mr. Finger – "Oh, well, we could change the date." ***Mr. Finger***

Mr. Seitler – "Okay." ***Mr. Seitler***

Mr. Finger – "Suppose we were holding the meeting today, we could change that date." ***Mr. Finger***

Mr. Inzelbuch – "Through the Chair. That date would need to be changed. The form is the form, but the school shouldn't be rushed in their selection." ***Mr. Inzelbuch***

Mr. Finger – "Right." ***Mr. Finger***

Mr. Inzelbuch – "In fact, there is a requirement, though, on EWEG that be a certain date they need to have been spoken with on an individual basis and have to sign a form, but they shouldn't be rushed. But let us say, I don't know the EWEG is due." ***Mr. Inzelbuch***

Mr. Finger – "I would have to check with Ms. Musella tomorrow, because I believe there is a date that she has to have her consultations done, her meaningful consultations with the schools." ***Mr. Finger***

Mr. Inzelbuch – "But we shouldn't rush the schools. In fact, and we should find that date, the latest date possible to submit on EWEG should be the date. It could be before that if the school is prepared, but they don't have to until….the EWEG requirement. EWEG is that computer DOE form that they have to be consulted and discussed. So, let us use the latest possible date we can." ***Mr. Inzelbuch***

Mr. Seitler – "Thank you." ***Mr. Seitler***

Mr. Finger – "Okay." ***Mr. Finger***

Mr. Inzelbuch – So with that amendment, would you be okay, Mr. Seitler?" ***Mr. Inzelbuch***

Mr. Seitler – "Yes, yes." ***Mr. Seitler***

Mr. Finger – "So we are approving the form as is with changing the date to the latest possible date." ***Mr. Finger***

Mr. Inzelbuch – "Yes." ***Mr. Inzelbuch***

Mr. Finger – "Okay. Now, may suggest through the chair. There are several items still left on this evening's agenda." ***Mr. Finger***

Mr. Inzelbuch – "Could I ask a favor?" ***Mr. Inzelbuch***

Mr. Finger "Yes." ***Mr. Finger***

Mr. Inzelbuch – "They just finally got that clear. Why don't we just call that before you move on." ***Mr. Inzelbuch***

Mr. Finger – "So just vote on item E separately?" ***Mr. Finger***

Mr. Inzelbuch – "If you could, yes. Would that be okay, Mr. Chairman?" ***Mr. Inzelbuch***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Finger – "Well I need a motion and a second, specifically on item E only." ***Mr. Finger***

Mr. Seitler – "I motion." ***Mr. Seitler***

Mr. Grunhut – "I second." ***Mr. Grunhut***

Mr. Inzelbuch – "Okay, if you would call that, it is almost 11:00 p.m." ***Mr. Inzelbuch***

MOTION TO CHANGE DATE OF ITEM E (PROVIDER FORM) ***MOTION TO CHANGE DATE OF ITEM E(PROVIDER FORM)***

ROLL CALL:

YES: **Mr. Fink, Ms. Gonzales, Mr. Grunhut, Ms. Miccio, Mr. Seitler, Mr. Silver, Mr. Zlatkin**

MOTION PASSED ***MOTION PASSED***

Mr. Inzelbuch – "Dr. Mercora could you sit by Ms. Silva, since she is now getting the title. You need not hug the door any longer. Oh, it is effective tomorrow, but Mr. Chairman would you be okay of she sat there?" ***Mr. Inzelbuch***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Inzelbuchh – "Come, join us." ***Mr. Inzelbuch***

Mr. Finger – Through the Chair. There are several other items still on the agenda under Business Administrator items, B, C, D, and F and under Superintendent items A1 and A2." ***Mr. Finger***

Mr. Grunhut – "What page?" ***Mr. Grunhut***

Mr. Finger – "The other items, B,C, D and F, we can go through those.' ***Mr. Finger***

Mr. Grunhut – "What page?" ***Mr. Grunhut***

Mr. Finger – "I will tell you in a second. It goes on for quite a bit. Let's see, item B is page 14. Now, that was put in here because, as you can see in item A, were we have all that contract language for the RFP's that we approved, we want to make consistent for all for the other RFP's that have been approved previously so that it's incorporated into the following conditions that the contract language and their RFP language. Item B is to do that for the already approved contracts with Catapult and Tree of Knowledge for Title I that were previously done on June 2nd. Pages 14 through 17 are the RFP language that was in the Title I RFP. On page 18, item C, referencing the contract that was ***Mr. Finger***

previously approved at the June 2nd meeting for Bayada Nurses and Catapult Learning for non-public nursing services. Again, to put into general and program requirements that was in their RFP. And then on page 20, approval of the contract from June 30th, which was just recently done for Catapult Learning for non-public I.D.E.I.A. Again, that goes on for several pages through page 24, but that is the RFP language that was, in fact, in the RFP. So, this way we are consistent with all of the awards that we have done for 192, 193, and those that were previously done that we've incorporated in their resolution, the contract…I mean the RFP language. So that is what B, C, and D. We voted on E. Item F is the approval of the maximum hourly rates for Title I services by third-party providers. That was a question asked earlier. Those were rates approvaed previously by the Board at the November 16th, I believe it was the November 16th Board meeting, but it was also from the non-public consultation. These are the actual rates that are in Catapult's contract. And then the only other items to discuss this evening for action would be on page 25, Superintendent items A1 and 2."

Mr. Seitler – "Can I ask a couple of questions?" ***Mr. Seitler***

Mr. Finger – "Go ahead." ***Mr. Finger***

Mr. Grunhut – "Yes." ***Mr. Grunhut***

Mr. Seitler – Again, just the same question I asked before, I just want to make sure there is no change from the RFP besides from the one you mentioned before about the liability and whatever that was with the auditing, right?" ***Mr. Seitler***

Mr. Finger – "Well, other than expanding and clarifying a littler further." ***Mr. Finger***

Mr. Seitler – "Right." ***Mr. Seitler***

Mr. Finger – "The audit, right." ***Mr. Finger***

Mr. Seitler – "okay. Now, on item F, was that in the RFP, or that's just coming out of last year's?: ***Mr. Seitler***

Mr. Finger – "No, item F is a separated item here to set a maximum amount that could be charged by the hour by any of the providers who have been approved by the board previously for Title I. This would now incorporate the amounts that Catapult was approved for by the Board in 2009-2010. These are again, maximum hourly rates. So we are not saying that any of the three vendors must charge this. They just can't charge nay higher than this." ***Mr. Finger***

Mr. Fink – "Through the Chair. I would just like to ask one question. Between the non-public schools and the public schools job function per job function is the salaries the same?" ***Mr. Fink***

Mr. Finger – "I would really have to that out." ***Mr. Finger***

Mr. Fink – "I would like to know that. There shouldn't be any discrepancies between the public schools and the non-public schools job function for job function, they should be paid the same dollar amount in my opinion." ***Mr. Fink***

Mr. Silver – "This is, I think, limiting a third-party vendor as to how much they can charge." ***Mr. Silver***

Mr. Fink – "I would still like to know. I mean, if they you know non-public, if they are being paid higher than a public school teacher, I think we should know that." ***Mr. Fink***

Mr. Seitler – "Could I ask a better question? Do we even have these types of guidelines in the public school?" ***Mr. Seitler***

Mr. Finger – "In the public school?" ***Mr. Finger***

Mr. Inzelbuch – "You don't get paid per hour." ***Mr. Inzelbuch***

Mr. Finger – "You have these titles, obviously, teachers, paraprofessionals." ***Mr. Finger***

Mr. Seitler – "You don't get paid per hour?" ***Mr. Seitler***

Mr. Zlatkin – "It is salary." ***Mr. Zlatkin***

Mr. Seitler – "Oh, okay." ***Mr. Seitler***

Mr. Finger – "Keep in mind, though, keep in mind that there is less hours worked. If you actually go and take a look at the Title I non-public staff versus public school staff." ***Mr. Finger***

Mr. Seitler – "I don't know, so basically you are saying that in public schools it is salary and over here it's by the hour, so therefore you can't compare." ***Mr. Seitler***

Mr. Finger – "Right." ***Mr. Finger***

Mr. Seitler – "Okay." ***Mr. Seitler***

Mr. Inzelbuch – "Union, don't get worried. They are not proposing we pay you by the hour." ***Mr. Inzelbuch***

Mr. Seitler – "That would probably be better for them." ***Mr. Seitler***

Mr. Inzelbuch – "You'll take these hours, okay, okay." ***Mr. Inzelbuch***

Mr. Zlatkin – "You should apply for a job with one of these vendors." ***Mr. Zlatkin***

Mr. Seitler – "In the Superintendent items I though were not approving any." ***Mr. Seitler***

Mr. Inzelbuch – "We are not. That has been tabled. All personnel recommendations." ***Mr. Inzelbuch***

Mr. Seitler – "I am talking about A." ***Mr. Seitler***

Mr. Finger – "This is not personnel items, this is item A. Personnel we understand." ***Mr. Finger***

Mr. Inzelbuch – "Just item A on page 25." ***Mr. Inzelbuch***

Mr. Finger – "One and two." ***Mr. Finger***

Mr. Inzelbuch – Is there a motion?" ***Mr. Inzelbuch***

Mr. Silver – "I make a motion." ***Mr. Silver***

Mr. Zlatkin – "Can I make a motion to reject page 24F from the agenda?" ***Mr. Zlatkin***

Mr. Finger – "I am sorry, who made the motion to reject item F?" ***Mr. Finger***

Mr. Seitler – "I'll second it." ***Mr. Seitler***

Mr. Finger – "Who made the motion?" ***Mr. Finger***

Mr. Zlatkin – "I made the motion to reject." ***Mr. Zlatkin***

Mr. Finger – "Do you want to table it?" ***Mr. Finger***

Mr. Zlatkin – "I want to reject it from the Agenda." ***Mr. Zlatkin***

Mr. Inzelbuch – "I don't know what that means." ***Mr. Inzelbuch***

Mr. Zlatkin – "I want it taken out, whatever." ***Mr. Zlatkin***

Mr. Grunhut – "Can you please, if you don't mind, open for discussion now." ***Mr. Grunhut***

Mr. Seitler – "Yeah, I second it." ***Mr. Seitler***

Mr. Grunhut – "All right. Any reason?" ***Mr. Grunhut***

Mr. Zlatkin – "The reason is, there is a shortage of some teachers and it is up to the schools. This comes from the federal money, it is not local funds. ***Mr. Zlatkin***

Mr. Grunhut – "This is a maximum." ***Mr. Grunhut***

Mr. Zlatkin – "It should be up to the schools, that if they need somebody who is not available, or there is a shortage, they should be able to get them, pay whatever money they want. It is up to the schools to deicide how spend the money. The money is allocated to all of the schools. The school have the money. It is their right to spend it, it is not local funds." ***Mr. Zlatkin***

Mr. Inzelbuch – "Through the Chair. Unfortunately, I must stop you at that point. The schools have the right, and we have a letter from Mr. Manasevit, who could not be here , ***Mr. Inzelbuch***

he is having surgery I believe, but the schools do not have the right, it is not their money. And I don't care how many emails and texts you get now about it. The schools have an allocation based on various factors. But there is a requirement that the monies be spent in a reasonable manner, which the LEA, which is the Lakewood Board of Education in this case, must document and review. The reason this was put on, it was discussed with Mr. Manasevit, is t make sure that we don't get into the business of telling schools "you are spending too much." It says maximum. One of the purposes I was understanding about the multi-vendor idea was actually to foster some competition, hopefully to reduce prices."

Mr. Zlatkin – "Right." ***Mr. Zlatkin***

Mr. Inzelbuch – "The concern here is that if it exceeds these prices there may, and again, Ms. Musella actually is the one who brought it ot Leigh Manasevit's attention, that there were possible issues that occurred already with the hourly rate. You can reject that opinion." ***Mr. Inzelbuch***

Mr. Zlatkin – "I think what you mentioned at the beginning we all understood that the schools cannot go with just spending money. It obviously has to be for approved spending to the Federal government." ***Mr. Zlatkin***

Mr. Inzelbuch – "The Federal government doesn't give pricing." ***Mr. Inzelbuch***

Mr. Zlatkin – "For the State, who…whatever." ***Mr. Zlatkin***

Mr. Inzelbuch – You are wrong, I am sorry you are wrong." ***Mr. Inzelbuch***

Mr. Seitler – "One second. According to the law I'm allowed to pay somebody $1,000 an hour." ***Mr. Seitler***

Mr. Inzelbuch – "No, you are not. That is totally incorrect." ***Mr. Inzelbuch***

Mr. Seitler – "So what is it?"

Mr. Inzelbuch – "The law says you need and I am paraphrasing, it needs to be reasonable, it needs to be based on some comparison. You can't just pay anything. And, again, understand, the more you are going to pay professionals or whatever it may be, the less money ***Mr. Inzelbuch***

is going to be available for individual children because the higher the rate…they get an allotment."

Mr. Zlatkin – "A hundred percent, but it is up to the schools to decide." ***Mr. Zlatkin***

Mr. Inzelbuch – "No." ***Mr. Inzelbuch***

Mr. Zlatkin – "If the parents…." ***Mr. Zlatkin***

Mr. Inzelbuch – "That is incorrect. That is not the law, sir. So despite whatever information you're getting, it is not the law.

Mr. Finger – "Through the Chair. This is not what the schools can pay, this is the amount that the vendor can charge. Maybe that just makes it a little clearer. What we are saying is the vendors can not…." ***Mr. Finger***

Mr. Zlatkin – If the schools are will to pay. That is my point." ***Mr. Zlatkin***

Mr. Seitler – "Okay. Could we just put in something just in case a situation comes up where a school must hire somebody and they can't find somebody for the prices set in this item F, could there be some kind of a procedure for them to get a waiver tht they can pay and it will be an approved amount of what they are asking for?" ***Mr. Seitler***

Mr. Finger – "I don't understand, because the school, the non-public school's actually are not hiring. It would be the third-party provider, whether it be Catapult or Tree of Kowledge." ***Mr. Finger***

Mr. Seitler – "Okay." ***Mr. Seitler***

Mr. Inzelbuch – "All right. Mr. Seitler in response to your question and Mr. Zlatkin, we are trying to make sure we are getting the question." ***Mr. Inzelbuch***

Mr. Seitler – "I got the answer that is fine." ***Mr. Seitler***

Mr. Grunhut – "Is the motion still in motion?"

Mr. Seitler – "No." ***Mr. Seitler***

Mr. Grunhut – "Withdrawn?" ***Mr. Grunhut***

Mr. Seitler – "I withdraw my second." ***Mr. Seitler***

Mr. Grunhut – "So we don't have a second, motion fails." ***Mr. Grunhut***

Mr. Seitler - "So could we motion on the Agenda?" ***Mr. Seitler***

Mr. Inzelbuch – "So, let me get this. So F stays in now?" ***Mr. Inzelbuch***

Mr. Seitler – "Yes." ***Mr. Seitler***

Mr. Inzelbuch – "So, now there was a motion and a second?" ***Mr. Inzelbuch***

Mr. Silver – "No, the motion was withdrawn, there was not a second." ***Mr. Silver***

Mr. Inzelbuch – "No. that motion was to take F out." ***Mr. Inzelbuch***

Mr. Silver – "Right." ***Mr. Silver***

Mr. Inzelbuch – "Now it is everything you read except for Superintendent item B; is that right.?' ***Mr. Inzelbuch***

Mr. Seitler – "Yes." ***Mr. Seitler***

Mr. Inzelbuch – So is there a motion for that?" ***Mr. Inzelbuch***

Mr. Seitler – "I move so, yes." ***Mr. Seitler***

Ms. Gonzales – "I second." ***Ms. Gonzales***

MOTION TO APPROVE AGENDA EXCEPT FOR ITEM B PERSONNEL ITEMS. ***MOTION TO APPROVE AGENDA EXCEPT FOR ITEM B PERSONNEL ITEMS***

ROLL CALL:

YES: **Mr. Fink, Ms. Gonzales, Mr. Grunhut, Ms. Miccio, Mr. Seitler, Mr. Silver, Mr. Zlatkin**

MOTION PASSED ***MOTION PASSED***

AGENDA
JULY 14, 2010

I. PLEDGE OF ALLEGIANCE – PRESIDENT, LAKEWOOD BOARD OF EDUCATION

II. ROLL CALL

III. PRESENTATIONS - NONE

IV. MINUTES - NONE

V. RECOGNITION OF THE PUBLIC

VI. CORRESPONDENCE AND COMMUNICATIONS

VII. COMMITTEE REPORTS

VIII. REPORTS AND RECOMMENDATIONS OF THE BOARD SECRETARY/BUSINESS ADMINISTRATOR

H. Acknowledge the receipt of Requests for Proposals for Chapter 192 and Chapter 193 Professional Services for the 2010-2011 school year, opened on Thursday, July 8, 2010, and reject as follows: (see Attachment A)

Advance Education Advisement Corp./Learn-It	-	Chapter 192, Chapter 193
Catapult Learning	-	Chapter 192, Chapter 193
Consultants On Call	-	Chapter 193
Cross County Clinical Inc.	-	Chapter 193
Education Excellence	-	Chapter 192, Chapter 193
Psych-Ed Services	-	Chapter 193
Regional Enrichment & Learning Center (REAL)	-	Chapter 192
Tree of Knowledge	-	Chapter 192, Chapter 193

I. Approve the award of the Requests for Proposals for Chapter 192 and Chapter 193 Services for the 2010-2011 school year to the following vendors:

Chapter 192:	Catapult Learning	(Compensatory Education, ESL, Home Instruction)
	Education Excellence	(Compensatory Education, ESL, Home Instruction)
	Tree of Knowledge	(Compensatory Education, ESL, Home Instruction)

Chapter 193:	Catapult Learning	(Examination and Classification)
	Psych-Ed Services	(Examination and Classification)
	Catapult Learning	(Supplemental and Speech)
	Education Excellence	(Supplemental and Speech)
	Tree of Knowledge	(Supplemental and Speech)

The contract awards are subject to the following conditions:

For Chapter 192

General Contract Requirements:

The contract term shall be for one (1) year (September 1, 2010 through June 30, 2011).

7. The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals, and supportive personnel.

8. The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

9. The amount of liability insurance shall, under no circumstances be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00).The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

10. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

11. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education. No additional funds shall be required.

12. The intended services herein can be terminated upon sixty (60) days notice by the Board or the Agency/Service Provider.

Program Requirements:

4. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.

5. The Agency/Service Provider shall provide Compensatory Education to eligible pupils in communications (Reading and/or Writing) and Computation (Mathematics). (N.J.A.C. 6:8); English as a Second Language to eligible pupils identified as limited English proficient (N.J.A.C. 6A:15 et seq.). [Communications – 60 minutes / Computation – 60 minutes / Both – 120 minutes / English as Second Language – 60 to 90 minutes]

6. Such services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46A-1 et seq. (Chapter 192 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.9 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.
5. The Agency/Service Provider shall prepare, and manage the submission of any and all required application forms including, but not limited to, "Form 407-1" in a timely fashion.

5. The Agency/Service Provider shall be responsible to notify, in writing, any and all non-public schools within the Lakewood School District, regardless of religion or orientation, as to the availability of the services herein, by no later than October 1, 2010 and provide a copy of same to the District's Office of Non-Public Services.

6. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Auxiliary Report" (see N. J.S.A. 18A:6-4)

7. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6.2(l).

8. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.

9. The Agency/Service Provider shall prepare and provide to the District any and all documents required pursuant to N.J.A.C. 6A:14-6.2.

10. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.

11. With regards to Compensatory Education services, the Agency/Service Provider shall assess annually each pupil receiving said services in reading, writing, and mathematics with the cost of

same to be borne exclusively by the Agency/Service Provider. The assessment shall not be limited to standardized test scores, but shall include the use of additional diagnostic or criterion referenced information, such as teacher ratings, report cards, writing samples, and book level tests. All of the above information will be provided to the District's Office of Non-Public Education within thirty (30) days of completion of same.

12. The approved Agency/Service Provider shall develop and implement an Individual Improvement Plan for each pupil serviced, and provide a copy of same to the District's Office of Non-Public Education within thirty (30) days of completion of same.

13. With regards to English as a Second Language Services, the Agency/Service Provider shall notify the parents or guardians in their native language to ensure parental understanding of the process, their rights, and the form completion. Any and all required assessments shall be completed exclusively by the Agency/Service Provider with the Agency/Service Provider bearing the cost of same.

14. Copies of any and all assessments and notices referred to above shall be provided via certified mail (return receipt requested) where applicable to:

a. The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services;
b. The school attended by the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services; and
c. The Coordinator of Non-Public Services.

15. Interim Reports of services shall be delivered by the Agency/Service Provider, on a monthly basis, to the Coordinator of Non-Public Services, at no additional charge.

16. The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services, any and all forms required by the State of New Jersey, in a timely fashion, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.

17. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Coordinator of Non-Public Services, at no additional charge.

18. The Agency/Service Provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/ Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year.

19. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number of said individual.

20. The Agency/Service provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal by the due date for the submission of the Request for Proposal.

21. The Agency/Service provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement.

22. The Agency/Service Provider shall provide all necessary personnel to provide the services in accordance with any and all New Jersey Department of Education requirements. All staff will be required to undergo criminal background checks as required by the state at no cost to the district and prior to the commencement of their employment. All staff must possess the appropriate licenses to provide the services and continue to possess those licenses during the term of the contract awarded.

23. The Agency/Service Provider shall maintain attendance records of both staff and students in a form acceptable to the district, class schedules and progress reports for each student and provide copies to the district's Office of Nonpublic Services.

24. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.

25. The Agency/Service Provider agrees that it is an independent contractor and is solely responsible for paying all salaries, wages, benefits and other compensation and for withholding and paying all applicable federal, state and local income taxes, FICA, Medicare unemployment, workers compensation and disability insurance.

26. The Agency/Service Provider agrees to gather the testing data required to determine eligibility from each of the participating nonpublic schools and cover the cost of scoring and reporting on the achievement test for grades two through eleven in accordance with all applicable New Jersey State regulations.

27. The Agency/Service Provider will provide all required materials and facilities, i.e. modular classroom units, to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase

modular classroom units the units so purchased by the school district shall become the property of the school district. If funding is not available or is inadequate, the Agency/Service Provider will be fully responsible to provide modular classroom units and all incidental costs with regard to the operation of same.

28. The Agency/Service Provider shall provide a roster of students on a monthly basis, no later than the 15th of each month to the district's Office of Nonpublic Services along with the monthly billing. This is a condition precedent to receiving payment from the district. In addition a certification shall be attached to all billings that the billings are accurate and in accordance with all applicable laws and regulations.

29. The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

30. The Agency/Service Provider shall compensate their staff in accord and substantially similar with the compensation package of other third party providers in the State of New Jersey.

For Chapter 193

General Contract Requirements for ALL Chapter 193 Programs:

The contract term shall be for one (1) year (September 1, 2010 through June 30, 2011).

The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals(s), and supportive personnel.

The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

The amount of liability insurance shall, under no circumstances be less than ONE MILLION

DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00). The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

8. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

9. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 1:00 P.M. for any and all information/documentation requested by the Board.

10. The Agency/Service Provider will be approved by the New Jersey Board of Education for the delivering of services set forth herein.
8. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.

9. The Agency/Service Provider shall prepare, provide, and manage the submission of any and all required application forms including, but not limited to, “Form 407-1” to the required State agencies in a timely fashion.

10. Such services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46-19.1 to 19.9 et seq. (Chapter 193 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.9 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

11. The Agency/Service Provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/ Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent of Schools prior to the commencement of the school year.

12. The intended services herein can be terminated upon sixty (60) days notice by the Board or the Agency/Service Provider.

<u>Requirements for the EXAMINATION and CLASSIFICATION Program:</u>

7. Agency/Service Provider shall provide Examination and Classification, including Initial evaluation, Re-evaluation, and Annual Reviews, services to the Board for all eligible children enrolled in non-public schools in the school District, upon receipt of a written request from the Coordinator of Non-Public Services. Such services shall be rendered pursuant to, and in accordance with N.J.S.A. 18A:46-1.91 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

8. Initial Evaluations, Re-Evaluations, and Annual Reviews shall be scheduled, completed and provided to the aforementioned individuals/entities in accordance with the regulations prescribed by the New Jersey Administrative Code.

9. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education per case. Payment shall be made within sixty (60) days of presentation of the Evaluations or Annual Review to the Coordinator of Non-Public Services of the evaluations, a copy of the transmittal letter to the parent(s)/guardian(s) of the child in question, as well as to the school, wherein the child attends, and a meeting as discussed below.

10. The scheduling of the services herein shall be coordinated by the Agency/Service Provider with a confirmation letter forwarded to the parent(s)/legal guardian(s) of the child in question, and the Coordinator of Non-Public Services, at no additional charge.

11. Within the time limits prescribed by the New Jersey Administrative Code, the Agency/Service Provider will create and establish a meeting date to be held in Lakewood, New Jersey, to discuss the results of the evaluation(s) with written notice provided to the parent(s)/legal guardian(s) of the child in question, the school attended by the child in question, and the Coordinator of Non-Public Services, at no additional charge.

12. The Annual Review will be held in Lakewood, New Jersey, with written notice provided to the parent(s)/legal guardian(s) of the child in question in accordance with regulations prescribed by the New Jersey Administrative Code, the school attended by the child in question, and the Coordinator of Non-Public Services, at no additional charge.

7. The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services in a timely fashion to meet district and state deadlines, any and all forms required by the State of New Jersey in a timely fashion, at no additional charge. Same will be “ready” to be directly transmitted to the State of New Jersey.

8. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Coordinator of Non-Public Services, at no additional charge.

9. Any and all evaluations will include, but not be limited to, a functional assessment of academic performances, and, when necessary, appropriate behavior, a structured in-class observation; an interview with the teacher(s) and parent(s)/legal guardian(s) of the child in question, with same being conducted by a duly licensed learning consultant, social worker and/or psychologist, as required by law.

10. The Agency/Service Provider shall provide the name(s) of said individuals within no less than three (3) learning consultants, three (3) social workers and three (3) psychologists who will be utilized to perform the services envisioned herein. The Board retains the absolute right of discretion as to who shall perform said services and may reject any and all name(s) provided.

11. If required, in additional to a Learning and Psychological Evaluation, the following will be provided at the sum provided by the State of New Jersey Department of Education per case; Neurological, Psychiatric, Audiological, Speech and Language Assessment, Occupational Therapy, Physical Therapy and other evaluations as deemed appropriate.

12. No evaluations will be scheduled without written assurance by the Agency/ Service Provider that the sum to be assessed is in accordance with State guidelines.

13. An Initial Evaluation shall include at least an Educational Assessment and Psychological Assessment with additional assessments as deemed appropriate.

14. A Re-Evaluation shall be completed in accordance with N.J.A.C.6A:14-3.8.

15. An Annual Review shall be completed in accordance with N.J.A.C.

16. The Agency/Service Provider shall not charge the Board for “no shows”.

17. All Service Plans shall contain specific Goals and Objectives based on the individual child’s needs. The determination of an individual child’s needs shall be based on a variety of factors, including, but not limited to, evaluations (formal and informal), parent interview(s), teacher(s) interview, and on-site observations of the child other than in a testing situation and/or one-on-one situation.

18. The Agency/Service Provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement (if applicable) and holding/attending meetings in accordance with Medicaid (SEMI) regulations.

Requirements for the SUPPLEMENTAL INSTRUCTION AND SPEECH PROGRAMS:

3. Agency/Service Provider shall provide Corrective Speech Services and Supplementary Instruction Services to eligible pupils who are enrolled full-time in a non-public school in

accordance with New Jersey Department of Education Guidelines under P.L. 193, N.J.S.A.18A:46-19.1 to 19.9.

4. Speech/language therapy classes will consist of no more than five (5) in a group experiencing similar articulation and language disorders. Corrective Speech students will receive the following:

Articulation	35 Minutes per Week
Voice, Fluency & Language	35 Minutes per Week
Severe Cases	35 to 60 Minutes per Week

3. Supplemental Instruction grouping will consist of five (5) students or less exhibiting similar needs as identified in their Service Plans. Supplementary Instruction students will receive 90 Minutes per week.

4. The Agency/Service Provider shall be responsible to notify in writing, any and all non-public schools within the Lakewood School District, regardless of religion or orientation, as to the availability of the services herein.

5. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Pupil Auxiliary Report" (See N.J.S.A. 18A:6-4).

12. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6-2(l).

13. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.

14. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.

15. The approved Agency/Service Provider shall develop and implement an Individual Improvement Plan for each pupil serviced and collect data to monitor progress using norm referenced and standardized scores.

16. The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services, any and all forms required by the State of New Jersey, in a timely fashion in order to meet all district and state deadlines, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.

17. The Agency/Service Provider shall provide, upon request, with such reports and/or

documentation/information requested by the Coordinator of Non-Public Services, at no additional charge.

Requirements for Procedures for ALL PROGRAMS:

24. Copies of Initial Evaluations, Re-Evaluations, and Annual Reviews shall be provided, in accordance with regulations prescribed by the New Jersey Administrative Code, via certified mail to:

d. The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services;

e. The school attended by the child in question, with a copy of the transmittal letter to the Coordinator of Non-Public Services; and

f. The Coordinator of Non-Public Services.

25. Interim Reports of services shall be provided by the Agency/Service Provider, on a monthly basis, to the Coordinator of Non-Public Services, at no additional charge.

26. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education. No additional funds shall be required.

27. The Agency/Service provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal.

28. The Agency/Service provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal.

29. The Agency/Service provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement.

30. The Agency/Service Provider shall provide all necessary personnel to provide the services in accordance with any and all New Jersey Department of Education requirements. All staff will be required to undergo criminal background checks as required by the state at no cost to the district and prior to the commencement of their employment. All staff must possess the appropriate licenses to provide the services and continue to possess those licenses during the term of the contract awarded.

31. The Agency/Service Provider shall maintain attendance records of both staff and students in a form acceptable to the district, class schedules and progress reports for each student and provide copies to the district's Office of Nonpublic Services.

32. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.

33. The Agency/Service Provider agrees that it is an independent contractor and is solely responsible for paying all salaries, wages, benefits and other compensation and for withholding and paying all applicable federal, state and local income taxes, FICA, Medicare unemployment, workers compensation and disability insurance.

34. The Agency/Service Provider agrees to gather the testing data required to determine eligibility from each of the participating nonpublic schools and cover the cost of scoring and reporting on the achievement test for grades two through eleven in accordance with all applicable New Jersey State regulations.

35. The Agency/Service Provider will provide all required materials and facilities, i.e. modular classroom units, to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units the units so purchased by the school district shall become the property of the school district. If funding is not available or is inadequate, the Agency/ Service Provider will be fully responsible to provide modular classroom units and all incidental costs with regard to the operation of same.

36. The Agency/Service Provider shall provide a roster of students on a monthly basis, no later than the 15th of each month to the district's Office of Nonpublic Services along with the monthly billing. This is a condition precedent to receiving payment from the district. In addition a certification shall be attached to all billings that the billings are accurate and in accordance with all applicable laws and regulations.

37. The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

38. The Agency/Service Provider shall compensate their staff in accord and substantially similar with the compensation package of other third party providers in the State of New Jersey.

39. The district has the absolute right to approve in advance any and all individuals who shall provide the services as well as request that any individual providing services cease doing so at the

district's request so long as such approval does not create liability for the Agency/Service Provider with regard to federal and state discrimination statutes.

40. The Agency/Service Provider shall utilize consultant(s) selected by the district at no additional costs to the district.

41. The district retains the absolute right to secure evaluations other than those conducted by the Agency/Service Provider utilizing appropriate state funds.

42. Any and all evaluations determined appropriate including but not limited to psychological, educational, speech, occupational therapy, physical therapy, neurological and psychiatric are to be provided at no additional cost to the district in accordance with applicable state laws. Should parents/guardians waive evaluations; same will be codified immunity in accordance with the NJ Administrative Code.

43. Any and all evaluations listed on the Assessment Plan (Nature and Scope) must be completed within the time frames delineated by the NJ Administrative Code. The district will only render payment if all evaluations listed in the Assessment Plan are completed in accordance with the NJ Administrative Code both as to time and substance.

44. The Agency/Service Provider will utilize the services of occupational and physical therapists to conduct evaluations in accordance with applicable code, rules and regulations and will directly pay consultants selected by the district.

45. All re-evaluations will contain new formal testing or informal data and a clear rationale why no formal testing was conducted.

46. All Service Plans will contain current levels of performance, a clear delineation of related services provided if any, and individualized goals and objectives.

24. The Agency/Service Provider is responsible to provide all annual, initial and re-evaluations and meetings for Speech Only IEP as required by the New Jersey Administrative Code.

25. All programs must be operational by the beginning of the school year, September 1, 2010.

2. Approval of the contract previously awarded at the June 2, 2010 board meeting to Catapult Learning, Learn-IT Systems and Tree of Knowledge for Title I Basic Skills Services for Nonpublic Schools for the 2010-2011 school year subject to the following conditions:

General Contract Requirements:

7. The contract term shall be for one (1) year September 1, 2010 through June 30, 2011.

8. The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals, and supportive personnel.

9. The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

10. The amount of liability insurance shall, under no circumstances be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00). The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

11. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

12. The intended services herein can be terminated upon sixty (60) days notice by the Board or the Agency/Service Provider.

Program Requirements:

The Agency/Service Provider shall provide Compensatory Education to eligible pupils in communication (Reading and/or Writing) and computation (Mathematics). (N.J.A.C. 6:8). The number of said vehicles and teachers required appear on Schedule A. The fee structure appears on Schedule B. Instructional time allotted shall be set forth on Schedule C.

The Agency/Service Provider shall provide guidance counseling, social skills and social work services to eligible pupils in accordance with Schedule B and Schedule C.

The Agency/Service Provider shall provide the option of using funds for instructional services for a preschool program and/or a technology based reading and math program.

The Agency/Service Provider shall provide instruction to eligible pupils in Hebrew Grammar.

Such services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46A-1 et seq.

(Chapter 192 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.9 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education and Title I Part A of ESEA.

With regards to Compensatory Education services, compliance in accordance with Title I Part A of ESEA, the Agency/Service Provider shall assess annually each pupil receiving said services in reading, writing, and mathematics with the cost of same to be borne exclusively by the Agency/ Service Provider. The assessment shall **not** be limited to standardized test scores, but shall include the use of additional diagnostic or criterion referenced information, such as teacher ratings, report cards, writing samples, and book level tests.

The Agency/Service Provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year.

The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 1:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number of said individual.

See the requirements as stipulated in the following Schedule A, Schedule B and Schedule C of these specifications.

SCHEDULE A

Facilities:

Basic Skills (Title I) services will be provided in one classroom of a multi-classroom trailer unit located at each of the following schools, with the Agency/Service Provider furnishing all necessary insurance, maintenance, power and fuel for said units, if adequate space in each school site is unavailable.

Currently there are 68 nonpublic schools located in Lakewood Township educating approximately 20,000 students. A recent survey indicated that approximately 2,500 students will need some form of academic supplemental instruction, approximately 1,000 students would benefit from the assistance of a guidance counselor and approximately 1,000 students would benefit from the services of a social worker and social skills specialist. Currently, Title I services take place in a limited number of nonpublic schools but the district expects that most schools will receive Title I service during the 2010-11 school year. Additional schools will be added based

upon consultation with nonpublic schools if there is a demonstrated need for services and available funding.

Teaching Staff:

Basic Skills (Title I) services will be provided by fully-certified teachers and/or counselors and social workers. Staff will be assigned to each participating non-public school and additional sites based on projected enrollment. Substitute teachers and guidance counselors will provide services when regular staff is unavailable. Staff schedules will be adjusted to reflect the need as determined by the number of students participating from any additional verified schools and available Title I instructional funds.

SCHEDULE B

- Services will be offered to all eligible students in grades Kindergarten through Grade 12.

- Title I may provide service in thirty (30) or forty-five (45) minute or sixty (60) minute class periods depending on school schedule and individual student needs.

- Service time is offered dependent upon the needs of the selected students and may occur as much as one hour per day, five days per week.

- Each school will be eligible to receive supplemental (Reading, Language Arts and/or Math) instruction for Basic Skills (Title I) to eligible students based on student needs.

- Services will be rendered from October 1, 2010 through June 30, 2011, and similar dates for the ensuing years that this contract is in effect.

- Enrollment will be limited based upon available Title I funding. Any additional students will be placed on a waiting list.

- Parents of basic skills students will have the opportunity to attend informational sessions hosted by the Board and/or Provider that explain the type of services their child will receive, the selection criteria and method of evaluating student progress.

- Guidance counseling, social skills and social work services will be available for indentified students to help remove barriers that may inhibit learning. Guidance counseling, social skills and social work services may be for as much as one (1) hour per day.

- Those students participating in both Chapter 192 and Basic Skills (Title I) will be provided service in thirty (30) or forty-five (45) minute or sixty (60) minute class periods depending on school schedule. This will allow for the full range of time under both programs.

SCHEDULE C

Instructional time allocated for participating Non-Public Basic Skills (Title I) students will be as follows:

Math Skills – 60 minutes maximum per day, maximum 5 days per week
Reading Skills - 60 minutes maximum per day, maximum 5 days per week
Writing Skills - 60 minutes maximum per day, maximum 5 days per week
Counseling Services - 60 minutes maximum per day, maximum 5 days per week
Social Work Services - 60 minutes maximum per day, maximum 5 days per week
Social Skills Services - 60 minutes maximum per day, maximum 5 days per week

The Agency/Service provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement (if applicable).

The Agency/Service Provider shall be responsible for the collection and reporting of data and maintenance of a database as requested by the school district. The database shall include student information, demographics, test scores, service dates and school rosters. Furthermore, the Agency/Service Provider must submit a detailed monthly invoice that calculates billing based on services provided at each school. The monthly invoice must include class schedules, student attendance data and staff attendance data.

The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

J. Approval of the contract previously awarded at the June 2, 2010 board meeting to Bayada Nurses and Catapult Learning for Nonpublic Nursing Services – Chapter 226 for the 2010-2011 school year subject to the following conditions:

General Contract Requirements:

The contract term shall be for one (1) year September 1, 2010 through June 30, 2011.

9. The Agency/Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professionals, and supportive personnel.

10. The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Agreement, whether such operation be by the approved Agency/Service Provider, or by any subcontractor, or anyone directly, or indirectly, employed by any of them.

11. The amount of liability insurance shall, under no circumstances be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00) for injuries sustained by any one person and TWO MILLION DOLLARS AND 00/100 ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of the property damage insurance shall not be less than ONE MILLION DOLLARS AND 00/100 ($1,000,000.00). The Board shall be named as an additional insured and a Certificate of Insurance shall be made available to the Board upon request.

12. The Agency/Service Provider shall indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns.

13. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 1:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number of said individual.

14. Payment shall be made on a monthly basis upon the presentation of documentation evidencing services and/or supplies having been provided.

15. The Board of Education agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education. NO additional funds shall be required.

16. The intended services herein can be terminated upon sixty (60) days notice by the Board of Education or the Agency/Service Provider.

Program Requirements:

The Agency /Service Provider shall provide a listing of the personnel to be utilized at the commencement of the school year. Any changes of personnel shall be reported to the Office of Non-Public Services in a timely fashion.

The Agency/Service Provider will notify all non-public schools in the District via writing (with a copy to be provided to the Office of Non-Public Services) in September 2010, as to the funding opportunities pursuant to chapter 226, notification requirements who(m) the personnel will be at their individual school (if any), the policies/procedures to be utilized.

The Agency/Service Provider shall provide medical examinations, vision/hearing screenings, emergency care, immunization documentation, maintenance of health records, medical supplies, and any and all other required services.

The Agency/Service Provider shall be aware that the services to be provided herein are available to all New Jersey resident students attending Nonpublic Schools in Lakewood.

The Agency/Service Provider will prepare, complete, and forward to the Coordinator of Non-Public Services, any and all forms required by the State of New Jersey, in a timely fashion, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey. It is the obligation of the Agency/Service Provider to obtain any and all forms required by any and all government entities.

The Agency/Service Provider shall provide upon request, with such reports and/or documentation/ information requested by the Coordinator of Non-Public Services, at no additional charge.

The Agency/Service Provider shall provide to the Board of Education copies of licenses of all nurses providing services under the Contract, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year.

The Board of Education shall maintain the absolute right to disapprove of any intended personnel for any legal reason.

The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

K. Approval of the contract previously awarded at the June 30, 2010 board meeting to Catapult Learning for Nonpublic IDEIA Services for the 2010-2011 school year subject to the following conditions:

General Contract Requirements:

The contract term shall be for one (1) year September 1, 2010 through June 30, 2011 with an absolute option to renew by the Board at their sole discretion in accordance with the terms herein for an additional two (2) one (1) year periods.

The Agency/Service Provider agree to actively pursue policies of affirmative action in employment of staff, professional and supportive personnel.

The approved Agency/Service Provider shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Request for Proposal ("RFP").

The Agency/Service Provider shall indemnify the Board of Education for any and all costs and / or charges incurred with regard to the services provided herein, should same be due to the wrongdoing, misconduct, want of care, skill, and/or difficulty by the Agency /Service Provider herein, its agents, employees, or assigns.

The Agency /Service Provider will be approved by the New Jersey Department of Education for the delivery of services set forth herein.

The Agency/Service Provider shall provide any and all technical support to the school district for, but not limited to any and all audits, reviews and monitoring of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit, review or monitoring findings and will be responsible for any and all litigation or appeals of any and all audit, review or monitoring findings. This includes payment of all legal fees, expert witness fees, audit fees and any and all costs associated with, but not limited to audits, reviews and monitoring. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid. The Agency/Service Provider shall reimburse the district for all costs enumerated above within thirty (30) days of demand by the district.

Program Requirements:

2. The Agency/Service Provider shall appoint one (1) individual who will be assigned to

monitor the rendering of the services herein. Said individual shall be available via telephone five (5) days a week between the hours of 8:30 am and 4:30 pm for any and all information / documentation requested. The Agency/Service Provider will be required to maintain an Office based in Lakewood, New Jersey wherein staff and/or parents/guardians can meet to plan educational programming and monitor student progress.

2. The Agency/Service Provider shall provide to all Preschool children receiving services herein with current Service Plans within thirty (30) days of said children being found eligible for services. As to children enrolled in all other grades receiving services herein the Agency/ Service Provider shall fully cooperate and provide the requisite information to the Board or its' designee in a timely fashion so as to facilitate the provision of Service Plans in accordance with the law. The Agency/Service Provider is responsible for the collection of all necessary data and forms for Medicaid reimbursement.

3. The Services to be provided herein will be in compliance with the Individuals with Disabilities Improvement Education Act ("IDIEA"), any and all Federal and New Jersey state laws regarding same.

The Provider shall be responsible to provide all educational supplies for the services described herein, including, but not limited to, testing, protocols, textbooks, computers, printers, guide books, general supplies, teaching materials, educational computer software, workbooks, paper, writing instruments, progress reporting forms based on the needs of the children serviced therein. All costs must be in accordance with IDEIA and OMB Circular A-87 regulations, which require all costs to be necessary, reasonable and allocable.

The Provider will furnish three (3) full-time secretaries and three (3) full-time supervisors Full time shall be defined as 30 hours per week).

The provider will provide an individual qualified as a behavioral consultant (Board Certified Behavioral Consultant or a Doctorate Level Psychologist) to provide professional development, parent training, teacher training, and /or direct services to the students serviced herein for no less than twenty (20) hours per week. Payment for these services will be borne solely by the Provider at no additional cost to the District.

The services herein are open to eligible pupils from all non–public schools located within Lakewood, as determined by the Board in accordance with the needs of the non-public children to be served, which, at this time, are as follows (and may be subject to change):

SINGLE SITE LOCATION (Non-Public Supplementary Program)

(a) Times, class size and number of supplementary classes is as follows:

w 10:30 a.m. to 2:30 p.m. (Monday thru Eleven (11) Pre-School Classes

Thursday) and 10:30 a.m. to 12:30p.m. (Friday)	No more than 12 students per class
w 1:00 PM to 3:00 PM, (Monday thru Thursday)	Two (2) Kindergarten Classes No more than 8 students per class

Adaptive Physical Education classes shall be provided for thirteen (13) hours per week

(b) As to the single site location, the services shall be provided to eligible individual students between the hours of 10:30 A.M. to 3:00 P.M., as determined by the Service Plans of the students which may include academic instruction and/or related services based on the individualized needs of the students served.

(c) As to the single site location, the Service Provider will be responsible for providing all furnishings, supplies, educational materials, updated materials, evaluations and protocols for speech therapists. Furnishings shall support a print rich environment in classrooms and throughout the site including but not limited to bulletin boards, chart stands and bookcases. Supplies shall include but not be limited to paper, pencils, notebooks, glue and art supplies. Educational and supplemental materials to support all learners shall include but not be limited to leveled classroom libraries with fiction and non-fiction, guided reading materials and high/ low interest level books. The Agency/Service Provider shall be responsible for the routine maintenance of the facility. The school district is responsible for the rental fees for the facility. All costs must be in accordance with IDEIA and OMB Circular A-87 regulations, which require all costs to be necessary, reasonable and allocable.

(d) As to the single site location all preschool supplemental classes will have two (2) teachers; and one (1) paraprofessional/instructional assistant. With regard to the teaching staff he/she will possess a Masters in Special Education, New Jersey licensure, and have no less than two (2) years experience working with preschool disabled (PSD) and/or elementary students. With regard to the paraprofessional/teaching assistant, he/she will posses at the very minimum a high school degree, pursuing a bachelor of arts related to education, and at least one (1) years experience working with disabled students.

(e) The Provider shall also provide an Educational Coordinator to provide services of thirty (30) hours per week. This individual shall possess at least five (5) years experience, New Jersey licensure in special education, and a Master's Degree in Special Education and extensive experience with preschool and elementary curriculum development. The Provider shall also provide two (2) Preschool Curriculum Coordinators to provide services of thirty (30) hours per week and one (1) Curriculum Coordinator for five (5) hours per week for Kindergarten.

(f) The Agency/Service Provider shall provide the following additional staff six and a half

(6.5) full time (defined as 30 hours per week) Speech Therapists and a Speech Supervisor for twelve (12) hours per week with appropriate New Jersey certifications. Copies of certifications must be provided to the school district. All therapists must be fingerprinted in accordance with NJDOE regulations. In addition, an Educational Consultant shall be provided for fifteen (15) hours per month.

(g) The Agency/ Service Provider shall provide a detailed Plan for obtaining substitutes should any of the individuals described herein be unable to perform his/her duties. All substitutes must be fingerprinted in accordance with NJDOE regulations.

(h) The Agency/ Provider shall provide a detailed Plan as to how the services herein will follow any and all applicable New Jersey educational/ curriculum standards, the experience of the Agency/Provider with standards, and how progress will be monitored and shared with parents/guardians.

NON-PUBLIC RESOURCE ROOM SITE LOCATIONS:

e) All resource room locations will have a maximum of twelve (12) students. All resource room locations will provide services four (4) or five (5) days per week dependent on school schedules.

f) The Provider shall provide a response that encompasses thirty (30) resource room locations. Each resource room class will receive instruction from at least one (1) New Jersey certified special education teacher with a Master's Degree and relevant experience working with classified students as well as two (2) paraprofessionals/instructional assistants who at a minimum is pursuing a bachelor of arts degree related to education and at least one (1) year experience working with classified students. All staff must be fingerprinted in accordance with NJDOE regulations

g) The Provider shall be solely responsible herein for securing classroom space at the locations to be served. All resource rooms must be operational at the commencement of the 2010-2011 school year.

h) The requirements as listed above in Paragraphs "g" and "h" above shall be complied with in providing the services described herein.

PRESCHOOL SERVICE PLANS

e) The Provider shall be prepared to provide no more than two hundred (250) preschool Service Plans at no cost to the school district.

f) The Provider shall provide all required materials to complete Service Plans, including, but not limited to, testing protocols, guide books, supplies, materials, paper.

g) All Service Plans shall be numbered and list the name of the student in question on each page of the Service Plan. The Agency/ Service Provider shall guarantee that appropriate personnel and parents/guardians will be in attendance at Service Plan meetings and shall be in accordance with any and all requirements of the New Jersey Department of Education and Medicaid (SEMI).

h) After an approximate sixty (60) day diagnostic period wherein the student is receiving services as described herein a meeting shall be held to revise the Service Plan (if needed) with the appropriate personnel and parents/guardians in attendance to most accurately reflect the student's current functioning level(s) and anticipated goals and objectives.

SHADOWS (PARAPROFESSIONALS)

d) The Provider shall provide a total not to exceed 400 (four hundred) hours of shadowing services per week during the contractual period herein as determined by the Board and based on the individualized needs of the students serviced. (A Shadow shall be defined as a paraprofessional who is pursuing a bachelor of arts degree related to education who shall assist classified students in the social, academic, and/or behavioral domains in the mainstream classroom, small group setting, an/or in a one on one setting.)

e) A coordinator will be provided for fifteen (15) hours per week. This coordinator shall have relevant experience and shall be a New Jersey licensed special education teacher or social worker and will be responsible to coordinate the services herein, collect data and monitor progress, provide direct services, and collaborate with teaching staff.

f) Payment for all services will be rendered upon presentation of the appropriate documentation to support the services actually provided on a monthly basis.

L. Approval of the Title I Provider Selection Form for nonpublic schools for the 2010-2011 school year.

M. Approval of the maximum hourly rates for Title I services by third-party providers for nonpublic school instructional services for the 2010-2011 school year as follows:

Teachers	$ 53.61
Paraprofessionals	$ 45.32
Counselors (< 10 years experience)	$ 70.88
Counselors (> 10 years experience)	$102.15
Social Skills	$ 44.77
Coordinator	$ 78.59
After School Paraprofessional	$ 51.98

Home Tutoring	$ 66.00
Extended Year Teacher	$ 66.00
Extended Year Counselor	$ 81.23

IX. REPORTS AND RECOMMENDATIONS OF THE SUPERINTENDENT OF SCHOOLS

ALL ITEMS TABLED UNDER SUPERINTENDENT ITEMS INCLUDING PERSONNEL EXCEPT FOR B f (3)

B. **SUPERINTENDENT'S ITEMS**

1. Approval for Andrea De John, Guidance Counselor at Lakewood High School to receive $40.00 per hour to work with administration and the programmer to ensure student's schedules are correct for the restructuring initiatives for the school year 2010-2011, including all other Guidance issues that arises in the summer. The total hours for the summer will be 240 hours.

2. Approval for Joanne Schleicher to work 50 hours during the summer to update computers in all classrooms and transfer necessary computers to accommodate restructuring of Lakewood High School for the coming school year 2010-2011.

C. PERSONNEL

Reports and Recommendations of the Superintendent of Schools for the following professional staff in accordance with the requirements of Element 6, Indicator 6.5 of the monitoring process.

1. CERTIFICATED

a. Resignations – N/A at this meeting

b. Retirements – N/A at this meeting

c. Terminations - N/A at this meeting

d. Leaves of Absence - N/A at this meeting

e. Transfers - N/A at this meeting

g. Appointments

(1) KANT, Jessica
Guidance Counselor – LHS
Salary: BA, Step 3 - $45,141
Effective: July 15, 2010
Terminating: June 30, 2011
(Replacement for Linda Foster $80,593)

(2) GALINDO, Carolina
Guidance Counselor – LHS
Salary: MA, Step 4 - $48,441
Effective: July 15, 2010
Terminating: June 30, 2011
(Replacement for Maldi Monesson $81,613)

(3) MERCORA, Dr. Debra ***PASSED***
Appoint as Acting Assistant Superintendent
with a monthly stipend of $2,000.00
Effective: July 15, 2010
until an Assistant Superintendent is appointed
by the Board of Education

g. Reappointments – N/A at this meeting

h. Salary Adjustments – N/A at this meeting

i. Stipends - N/A at this meeting

j. Tuition Reimbursement – N/A at this meeting

k. Miscellaneous - N/A at this meeting

2. NON-CERTIFICATED

a. Resignations - N/A at this meeting

b. Retirements - N/A at this meeting

c. Terminations - N/A at this meeting

d. Leaves of Absence - N/A at this meeting

e. Transfers - N/A at this meeting

f. Appointments

(1) CAIOLA, Barbara
Administrative Assistant to the Board
Salary: $45,000
Effective: July 15, 2010
Terminating: June 30, 2010
(Replacement for Cynthia Romano $68,500)

* Appointment subject to approval of Criminal History background check by State Department of Education, as per NJSA 18A:6-7-1, et. seq., NJSA 18A:39-17 et. seq., or NJSA 18A:6-4.13 et seq., as applicable.

** As required by law and code, this Emergent Employee Resolution, upon motion duly made, seconded and carried, it was RESOLVED that this person be employed by the Board of Education of the Lakewood Public School District in the County of Ocean on an emergent basis.

*** This position does not include the following:

Medical Coverage	Personal Days
Dental Coverage	Professional Days
Prescriptions	Vacation Days
Optical Coverage	Sick Days
Reimbursement for Credits	

NOTE: ALL CONTRACTS ARE SUBJECT TO ATTORNEY REVIEW BOTH AS TO PROCEDURE AND SUBSTANCE

Mr. Inzelbuch – "There will, in fairness to the vendors who I believe, I want to be corrected, all the vendors for all the services have been selected. Are we now complete with this, Mr. Finger?" ***Mr. Inzelbuch***

Mr. Finger – "Yes." ***Mr. Finger***

Mr. Inzelbuch – "We know who all of the vendors are for 192, 193, 226., I.D.E.I.A, all of it, we have approved vendors for everyone, correct?" ***Mr. Inzelbuch***

Mr. Finger – "Right." ***Mr. Finger***

Mr. Inzelbuch – I would strongly suggest, Ms. Silva, I am sorry to interrupt. I would strongly suggest that Dr. Mercora, Neva, yourself and myself, the vendors need to know what the rules are. Would you agree? Yes. You know, now that you have finally taken action, which through a very extensive, deliberate process the vendors need to meet with us as soon as possible so they can all….because there are allegations, and they are just allegations, but everyone needs to play by the same rules so the schools can get the best services for their services. Would everyone agree to, just so we know, what is going to occur in the next week or so, is that okay, we really don't need your permission, but I just want it to be known that that is what is going to occur." ***Mr. Inzelbuch***

Ms. Silva – "Okay." ***Ms. Silva***

Mr. Inzelbuch – "Is everyone okay with that?" ***Mr. Inzelbuch***

Ms. Silva – "My staff will be ready to meet." ***Ms. Silva***

Mr. Inzelbuch – "Well, again, after you review all of this and more, we will meet with the vendors, and one vendor is here and another is here, the date will be determined by Friday of this week. Ms. Silva you will confirm, and it will be sometime next week. There is a Jewish fast day, so it will not be that day, but perhaps right after that. So, if there is any questions of the vendors, we don't want to get into a situation where vendors were not given enough information as to what is expected of them. Because, let's remember, we currently have an audit for 4.9 million with one vendor, and we want to make to make sure, because in the end if anything goes wrong, while we can sue the vendor, and they can pay the fees, but we want to try and avoid that. So, there should be a meeting with the vendors sometime late next week were any we can address any questions they have. Unfortunately, Leigh Manasevit is not ***Mr. Inzelbuch***

going to be available for sometime, but we will try to schedule that so the Board is aware. There is also a question which has been raised about school being asked to sign, no this is a public informational. No school should sign unless they have all the information. No school should sign unless they are satisfied. There is an EWEG application due, I don't know what the date is off the top, it is at the beginning of August somewhere, so that has to go on. But Dr. Mercora, welcome and Neva I am sure and Leigh will be available via phone for a short time, I am available and Ms. Doyle and others. But, we do have an obligation to the vendors and schools to make sure all are aware of what is going on."

Mr. Finger _ "Through the Chair. There are still two addendums that need to be addressed tonight that came out of closed session. The first one is approval to settle the case of S.W. and D.W. on behalf of A.W. in the amount of $13,000 for the 2009-2010 school year, and a$26,000 for 2010-2011 school year for a total of $39.000" ***Mr. Finger***

Mr. Inzelbuch – "Well, why don't you ask if there is action on that." ***Mr. Inzelbuch***

Mr. Finger – "We could take action on that. We will take action separately on that. That is the first addendum." ***Mr. Finger***

Mr. Silver – "I'll move." ***Mr. Silver***

Ms Gonzales – "I second. Roll Call ***Ms Gonzales***

Mr. Grunhut – "Roll Call." ***Mr. Grunhut***

Mr. Finger – "I am writing it down, so we don't forget." ***Mr. Finger***

MOTION TO TAKE ACTION ON ADDENDUM FOR SETTLEMENT WITH S.W.AND D.W. ON BEHALF OF A.W. IN THE AMOUNT OF $13.000 ***Motion to take action on Addendum for settlement w/ SW & DW on behalf of AW***

FOR 2009-2010 AND $26,000 FOR 2010-2011 SCHOOL YEARS FOR A TOTAL AMOUNT OF $39.000

for $!3,000 for 2009-2010 & $26,000 for 2010-2011 total $39,000

ROLL CALL:

YES: **Mr. Fink, Ms. Gonzales, Mr. Grunhut, Ms. Miccio, Mr. Seitler, Mr. Silver, Mr. Zlatkin**

MOTION PASSED ***Motion Passed***

Mr. Finger – "Okay, the second addendum item on the recommendation of the Superintendent of schools is as follows: Approval of the Superintendent's plan to operate pre-school programs with district employees as follows: ***Mr. Finger***

A. The Title I Pre-School Program that ended June 30, 201, formerly operated by Tiny Tots, be brought in district.

B. Four Self-Contained Special Education classes, formerly operated by Tiny Tots be brought back in-district.

C. The Pre-School Program formerly operated by Catapult Learning will be brought in-district as previously approved by the Board at the June 30, 2010 meeting.

D. Inclusion Programs at Ready Set Grow, Macedonia and Tiny Tots will be brought in-district.

At this time I believe the Superintendent may have a few comments on the program."

Ms. Silva – "What I would like to remind the Board is that after a good review of the programs that have existed in the past, and my won personal visits to the Pre-School Program, I believe that we are prepared, and it is also more economical for the district to bring back those programs and be under the jurisdiction of the district. It is for a number of reasons. Educationally we will be able to align what I am planning to do in the grades K through 12. We will be able to give more children…..right now we only have sixty children who receive full-time services. This will enable us to significantly increase the number ***Ms. Silva***

of children that go full time. We will definitely have the number as indicated in the proposal I gave you to make sure that we have all the special needs children, we will be increasing that significantly. And most importantly is that the education that we will be able to give them is researched based. We will be training our teachers in researched based methodologies, and at the end, at the bottom line is we will be saving close to a million dollars if we bring in our Pre-School Program. So, I am urging the Board members to approve my proposal."

Mr. Inzelbuch – "The record should reflect Mr. Ostreicher is here a t 10:10 p.m. ***Mr. Inzelbuch***

Mr. Seitler – "The time is 11:30 p.m." ***Mr. Seitler***

Mr. Inzelbuch – "Oh, I am sorry." ***Mr. Inzelbuch***

Ms. Miccio – "I move the Superintendent's recommendation." ***Ms. Miccio***

Ms. Gonzales – "I second." ***Ms. Gonzales***

Mr. Finger – "I am sorry, the motion was made by?" ***Mr. Finger***

Mr. Inzelbuch – "Well, that is why we need another person, since Cynthia is not here." ***Mr. Inzelbuch***

Mr. Finger – "Ms. Miccio made the motion, and who made the second?" ***Mr. Finger***

Ms Gonzales – "I did." ***Ms. Gonzales***

Mr. Grunhut – "Open for discussion. We never discussed it." ***Mr. Grunhut***

Mr. Inzelbuch – "Transparency." ***Mr. Inzelbuch***

Mr. Grunhut – "Would anyone like to say a comment?" Hearing none, roll call." ***Mr. Grunhut***

MOTION TO APPROVE THE FOLLOWING ***Motion to Approve the following***

ADDENDUM: *Addendum*

B. The Title I Pre-School Program that ended June 30, 201, formerly operated by Tiny Tots, be brought in district.

B. Four Self-Contained Special Education classes, formerly operated by Tiny Tots be brought back in-district.

C. The Pre-School Program formerly operated by Catapult Learning will be brought in-district as previously approved by the Board at the June 30, 2010 meeting.

D. Inclusion Programs at Ready Set Grow, Macedonia and Tiny Tots will be brought in-district

ROLL CALL:

YES: Ms. Gonzalez, Ms. Miccio
NO: Mr. Fink, Mr. Grunhut, Mr. Seitler, Mr. Ostreicher, Mr. Silver
ABSTAIN: Mr. Zlatkin
MOTION FAILS *Motion Fails*

Ms. Gonzales – "It failed?" *Ms. Gonzales*

Mr.Inzelbuch – "It failed." *Mr. Inzelbuch*

Mr. Finger – "Right." *Mr. Finger*

Mr. Silver – "Through the Chair." *Mr. Silver*

Mr. Inzelbuch – "Hello." *Mr. Inzelbuch*

Mr. Grunhut – "Yes, please." *Mr. Grunhut*

Mr. Silver – "Can I make a motion?' *Mr. Silver*

Mr. Grunhut – "Please." *Mr. Grunhut*

Mr. Silver – "I would like to make a motion to award the Title I…the previous Title I Pre- *Mr. Silver*

School Program that ended on June 30th, as well as the self contained classes which we have now for Pre-School, the four self-contained classes, as well as the Pre-School Program that was formerly operated by Catapult Learning, that was previously approved by the Board, not to continue. The contract should be awarded to Tiny Tots. It can not exceed $3.3 million with a reimbursement for the food program, which makes it a net $3.1 million. This would include 216 regular ed kids, up to ninety-six of the inclusion kids, and up to forty-eight from the self-contained classes."

Ms. Silva – "Through the President, may I make a….." ***Ms. Silva***

Mr. Zlatkin – "I want to second…..I want to second it first." ***Mr. Zlatkin***

Mr. Grunhut – "Anyone seconding it?" ***Mr. Grunhut***

Mr. Zlatkin – "I second it." ***Mr. Zlatkin***

Mr. Grunhut – "Open for discussion." ***Mr. Grunhut***

Ms. Silva – "I would just like to say that I don't think it is….I want to go on the record as saying that the proposal that has just been made is not pedagogically sound. There is no control that the district has over the instruction. While I have the utmost respect for many of the vendors, there are still many things missing in the instructional program and, bottom line, the Board members, most especially the new ones, won their election based on being economically prudent and answerable to the taxpayers. My proposal says that we will be able to save close to a million, probably more, and yet this is being rejected. I just wanted to go on record to that is wrong. I have to build the Pre-K Program instructionally, and now I can't really determine how well it will go, because I have no further jurisdiction over the private sector. ***Ms. Silva***

Thank you."

Mr. Seitler – "Through the Chair." ***Mr. Seitler***

Mr. Grunhut – "Sure." ***Mr. Grunhut***

Mr. Seitler – "I do believe that there was something in the motion that may have been overlooked, but that the motion was made to only award $3.1 million, which is $200,000 less than what he originally said he was going to do, which means that the net cost to tax payers is going to be the exact same, maybe off by about $17,000 and that is number one. Number two, I would also like to see if we can amend the motion to include some sort of forced compatibility with the Superintendent's determination of what has to go on in the Pre-School. I believe if they have been providing these services for four or five years already, and there is no issues with them, then we should fix those issues by assigning someone form the district to be on site every day and make sure that the guidelines are followed." ***Mr. Seitler***

Mr. Zlatkin – "I would like to add also, we have Supervisors from the district visiting the schools. They do give recommendations, and I think what Mr. Seitler means is to put in the contract that those recommendations will be binding and this way we could sort of control to have better results, and it would take care of the concern of the Superintendent." ***Mr. Zlatkin***

Mr. Seitler – "No, what I would also like to add is that we should have somebody there every single day." ***Mr. Seitler***

Mr. Inzelbuch – "Who would be paying for that, Mr. Seitler?" ***Mr. Inzelbuch***

Mr. Zlatkin – "Why have every single day?" ***Mr. Zlatkin***

Mr. Seitler – "Oh, I don't know, forget about it." ***Mr. Seitler***

Mr. Zlatkin – "We have Supervisors that go out, they do make recommendations, they are on-site. If we make the recommendation binding, that means that ***Mr. Zlatkin***

the program will have to listen to those recommend-ations, they are on site. If we make the recommend ations binding, that means that the program will have to listen to those recommendations of our Supervisor who already actively is going out and looking at those sites."

Ms. Silva – "If I could ask a question of our Board Attorney." ***Ms. Silva***

Mr. Inzelbuch – "I am sorry, I am being asked why the ***Mr. Inzelbuch***

public can't have a say on this, but the public portion is closed."

Ms. Silva – "Well, through the President, can I ask the Board Attorney a question?" ***Ms. Silva***

Mr. Grunhut – "Sure." ***Mr. Grunhut***

Ms. Silva – "I appreciate the motion in light of the negative. Do I have jurisdiction over a vendor? Are my recommendations instructionally binding?" ***Ms. Silva***

Mr. Inzelbuch – "Now we're getting into AP101. Does a Principal have jurisdiction over a vendor"? ***Mr. Inzelbuch***

Mr. Seitler – "She is the Superintendent." ***Mr. Seitler***

Mr. Inzelbuch – "No, I am relating this to principal/ agency theory of law. Principal…..let me understand. What is your question, do you have jurisdiction? That would not be the right word." ***Mr. Inzelbuch***

Mr. Grunhut – "I think basically what….." ***Mr. Grunhut***

Mr. Seitler – "Could she make it binding?" ***Mr. Seitler***

Mr. Grunhut – "Right. She wants it….could we tie payment based on curriculum?" ***Mr. Grunhut***

Mr. Silver – "I think what she is asking is, can the ***Mr. Silver***

Superintendent override the will of the Board? I think that is basically what she is asking."

Mr. Grunhut – "No, that is not what she said." ***Mr. Grunhut***

Ms. Silva – "That would be nice." ***Ms. Silva***

Mr. Inzelbuch – "That was just Freudian." ***Mr. Inzelbuch***

Mr. Grunhut – "Can we withhold payment if the curriculum that the administration recommends is not being done.?" ***Mr. Grunhut***

Mr. Seitler – "Right." ***Mr. Seitler***

Mr. Inzelbuch – "Is that what you asked?" ***Mr. Inzelbuch***

Mr. Grunhut – "Yes, I believe that is." ***Mr. Grunhut***

Ms. Silva – What I am saying…." ***Ms. Silva***

Mr. Inzelbuch – "You know hat is funny, everyone is saying what she is asking. She is the Superintendent. She has several degrees. She is here. Can you ask your question?" ***Mr. Inzelbuch***

Ms. Silva – "What I am asking, given the recommendation do I have jurisdiction? Can I mandate to any outside vendor, whether it be Tiny Tots or anyone else? Do I have jurisdiction? I don't know what other word to use." ***Ms. Silva***

Mr. Inzelbuch – "Authority." ***Mr. Inzelbuch***

Ms. Silva – Authority to make the recommendations and make them binding if I see that the instruction is not up to par? That is what I am asking." ***Ms. Silva***

Mr. Silver – "As far as educational methods?" ***Mr. Silver***

Ms. Silva – "Yes, educational methods." ***Ms. Silva***

Mr. Silver – "Can we put it in the contract, even if by law she doesn't have it, can we do that?" ***Mr. Silver***

Rabbi Hertz – "By law you can say yes." ***Rabbi Hertz***

Mr. Inzelbuch – "You can pout many terms in a contract, but that is why there are lawyers, who make many dollars debating what the contract says. It is prone for debate, and you will be expending many dollars on the lawyer writing this contract, but I assume you could, you need to be more specific. I bring five boxes to every meeting, with a little truck." ***Mr. Inzelbuch***

Ms. Silva – Do you want me to be more specific? What I want to say is, when I visit some of the vendors, when I ask questions about certain methodology being used, certain instruction, I made recommendations, they were not binding. I want to know, based on what our Board members are recommending, will my recommendations be binding? You are say that it would take a truckload lawyers to determine that." ***Ms. Silva***

Mr. Inzelbuch "No, I didn't say that" ***Mr. Inzelbuch***

Ms. Silva – "Okay." ***Ms. Silva***

Mr. Inzelbuch – "I didn't say lawyers." ***Mr. Inzelbuch***

Mr. Silver – "I would say as long as they don't interfere with the sensitivities of any specific religions, I don't see a problem with that. I think that the Superintendent has a right." ***Mr. Silver***

Mr. Inzelbuch – "Wait, wait, wait. We have to be very careful here. You see, this is where the emails and the discussions go array. There would be no discussion of religion because this is a public school program." ***Mr. Inzelbuch***

Mr. Silver – "Right." ***Mr. Silver***

Mr. Inzelbuch – "So, I am not sure, respectfully, why that was….this has nothing to do with religion, color or creed, or gender or sexual orientation. So, the question of the Superintendent is, if I may try, you are very ***Mr. Inzelbuch***

concerned about educational process especially since your contract is tide into showing results."

Ms. Silva – "Precisely." ***Ms. Silva***

Mr. Inzelbuch – "And money." ***Mr. Inzelbuch***

Ms. Silva – It is also moral."

Mr. Inzelbuch – "Yes, it is." ***Mr. Inzelbuch***

Ms. Silva – "Esquire." ***Ms. Silva***

Mr. Inzelbuch – "That is why we like you. But the question is, can you control and dictate educational practice. Can you control it?" ***Mr. Inzelbuch***

Mr. Seitler – "Can we make it binding?" ***Mr. Seitler***

Ms. Silva – "Binding." ***Ms. Silva***

Mr. Zlatkin – "In the contract." ***Mr. Zlatkin***

Ms. Silva – "If at the end of the year I say….. I deem that the vendor Z is not doing what they should be doing…." ***Ms. Silva***

Mr. Inzelbuch – "Well, why would you wait until the end of the year?" ***Mr. Inzelbuch***

Ms. Silva – "I wouldn't wait until the end of the year. Throughout the year I would be evaluating and hoping that the recommendations are adhered to. I want to know that, and at the end of the year, if they are not, then we do not renew their contracts." ***Ms. Silva***

Mr. Fink – "I would like to see that in the contract, too. I think that is a very, very smart move." ***Mr. Fink***

Mr. Seitler – "Through the Chair." ***Mr. Seitler***

Mr. Fink – "Hold it, I am not finished, if you don't ***Mr. Fink***

mind. With the new Superintendent and Assistant Superintendent, I think, you know, that should definitely be in the contract. Also, what President Thomas had asked for as far as monthly committee meetings and so forth, I think this just fits into exactly this theme. So I am totally behind this."

Mr. Seitler – "I would like to put it into the contract that it should be binding and that the payment will be withheld if the Superintendent so recommends that the program is not following her directive." ***Mr. Seitler***

Mr. Ostreicher – "Through the Chair." ***Mr. Ostreicher***

Mr. Seitler – "And that should go into the motion." ***Mr. Seitler***

Mr. Ostreiccher – "Through the Chair. Is the Superintendent referring to performance based, perhaps, or just methodology based?" ***Mr. Ostreicher***

Ms. Silva – "It is methodology, and of course that influences how a teacher is evaluated, but that would be up to the vendor. But at the end, the performance has to be determined by the pre and post test." ***Ms. Silva***

Mr. Ostreicher – "Well, what I am asking is if the vendor will come through with the results." ***Mr. Ostreicher***

Ms. Silva – "Then I will celebrate." ***Ms. Silva***

Mr. Ostreicher – "Does it make a difference if he takes the express lanes or the local lanes, or as long as he gets to his destination? Is that not what we are looking for? We are looking for the performance to get there. So, if I understand it better, if we put it into the contract, perhaps, just like we put into your contract, the various different performance goals, if we put into there contract various different performance goals, whether it is three months, or six months, or twelve months, or ten months down the line, if that is what you are asking, then I can understand that. There may be many different successes. So I am trying to understand what precisely you are asking." ***Mr. Ostreicher***

Mr. Inzelbuch – "What I think the Superintendent, but I don't want to speak for her, is seeking performance requirements, criteria throughout the term of the contract." ***Mr. Inzelbuch***

Ms. Silva – "Correct." ***Ms. Silva***

Mr. Inzelbuch – "That can be done. The lawyer is not writing them. Dr. Mercora and Ms. Superintendent can. You have expressed many concerns, both in closed session and here. You can get them in clearly definable, criteria based, understandable, so it is not subject to review. That could be added. How many children is this program covering, Ms. Silva?" ***Mr. Inzelbuch***

Ms. Silva – "It is proposed to cover 264 children." ***Ms. Silva***

Mr. Inzelbuch – "And of those 264, how many would be classified students?" ***Mr. Inzelbuch***

Ms. Silva – "The self-contained is 48. Dr. Mercora has the exact numbers if you would like." ***Ms. Silva***

Mr. Silver – I think inclusion is 96 and 48 is…." ***Mr. Silver***

Mr. Inzelbuch – "Well, why don't we ask the educators? That is what they get paid for." ***Mr. Inzelbuch***

Mr. Zlatkin – "137." ***Mr. Zlatkin***

Mr. Fink – "Dr. Mercora is right." ***Mr. Fink***

Mr. Inzelbuch – "You want to use your microphone?" ***Mr. Inzelbuch***

Dr. Mercora – "Sorry, 96 seats in inclusionary classroom, 48 in the self-contained classroom." ***Dr. Mercora***

Mr. Grunhut _ "Right. If I might say, I think it would be very hard to pay them based on performance. We have six failing schools. I find it pretty hard to say "Let's not pay the teaches that fail." I think Dr. Mercora had the same thought, they're more concerned on the methodology. They want their methodology taught ***Mr. Grunhut***

to the kids and that method, they can pretty much hope, be assured that certain things will come out. But, if you base it on performance, that is a pretty tough thing. But methodology I can definitely understand that."

Mr. Inzelbuch – "Were you speaking about merit pay? Oh, no." ***Mr. Inzelbuch***

Mr. Silver – "That is what we agreed on, I think, their medodology.? ***Mr. Silver***

Mr. Seitler – "Methodology should be binding." ***Mr. Seitler***

Mr. Silver _ "The Superintendent dictates the methodology used for education, and that is binding, not necessarily performance." ***Mr. Silver***

Mr. Grunhut – "Correct." ***Mr. Grunhut***

Mr. Seitler – "100%." ***Mr. Seitler***

Mr. Grunhut – "I agree with you." ***Mr. Grunhut***

Mr. Seitler – "Add that into the motion, please." ***Mr. Seitler***

Mr. Inzelbuch – "The Superintendent has the sole authority to determine performance, methodology and her staff." ***Mr. Inzelbuch***

Mr. Grunhut – "No, but Michael, I think the question is, what goes into the contract. Does money being withheld, is it based ion performance or based on methodology? We want to say the money can be withheld only based if they don't follow the methodology. It cannot be withheld if they don't perform well." ***Mr. Grunhut***

Reverend – "Can I text you something over there?" ***Reverend***

Mr. Finger – "Me?" ***Mr. Finger***

Reverend – "I want to text you something." ***Reverend***

Mr. Finger – "I don't use text." ***Mr. Finger***

Reverend – "The guy next to you. Can I text you something." ***Reverend***

Mr. Finger – "I don't use a text." ***Mr. Finger***

Mr. Grunhut – "All right, we got the message." ***Mr. Grunhut***

Reverend – "You guys text all night. Can I text something?" ***Reverend***

Mr. Zlatkin – "I am discussing board issues." ***Mr. Zlatkin***

Mr. Inzelbuch – "Through the Chair. This is bordering on somewhat really interesting. The Superintendent has made a recommendation." ***Mr. Inzelbuch***

Mr. Ostreicher – "I am not sure of the recommendation, is it performance?" ***Mr. Ostreicher***

Mr. Inzelbuch – "That was already…..your lateness is not our fault. That was rejected already." ***Mr. Inzelbuch***

Mr. Ostreicher – "No, she is making a suggestion now." ***Mr. Ostreicher***

Mr. Inzebuch – "Excuse me." ***Mr. Inzelbuch***

Mr. Ostreicher – "Excuse me. She is making a suggestion now that she should be in control of something, and I am not sure exactly what that something is." ***Mr. Ostreicher***

Mr. Inzelbuch – "The education of the pubic school student." ***Mr. Inzelbuch***

Mr. Ostreicher – "The methodology or is it result? That is all I am asking, I am asking the Superintendent. Tell me, is it results that she is interested in or is it methodology that she is interested in?" ***Mr. Ostreicher***

Ms. Silva – "Methodology results….appropriate imple-mentation of research-based methodologies 90% of the ***Ms. Silva***

time will lead to results."

Mr. Ostreicher – "Well, let me ask you….."

Ms. Silva – "No one can guarantee that, Mr. Ostreicher. But in order to really provide our children with what they need, we have to give them very enriched experiences, especially I the are of literacy, that is all I am saying." ***Ms. Silva***

Mr. Ostreicher – "Well, Madam Superintendent, with all due respect…simplifying it to the lowest degree so we can understand it, does it make a difference to you if we teach the kids one plus two equal three, or if we teach two plus one equals three? These are two different methods, but we get to the same result as three, and that is my question"? ***Mr. Ostreicher***

Ms. Silva – "No." ***Ms. Silva***

Mr. Inzelbuch – "I have to interrupt this, because I really feel you are……." ***Mr. Inzelbuch***

Mr. Ostreicher – "That has nothing to do with my lateness." ***Mr. Ostreicher***

Mr. Inzelbuch – "You are opening yourselves up to all types of potential issues, that I will need to defend, make many millions of dollars on, and win, wit God's help. But I must say this to you, this is really, really out of line. The Superintendent has the right to insist which curriculum will be used, what criteria for teachers, not who, but the criteria, the supervision, what supplies will be mandated, what test or tests should be used. This is a public school function that she has the absolute right and, candidly none of you do. So, I am saying this, again, Mr. Finger, I will finish before you respond, that you have decided to reject her recommend ation, that is within y our province. You made a motion and a second to do with a vendor provided, again which has been in all contracts provided they have the appropriate approvals, and licensure, that is within your province. But to micro-manage the program the educator you pay and the new person you now are paying, they are the ones, and they are the only ones. They do not need your guidance. They have to report to you. They have to report to you at meetings, however you ***Mr. Inzelbuch***

so desire. But I really thing that you are treading on thin ice and really these types of meetings is what led to many instances. I have seen this picture before, just different faces and different issues. I know I will be text, I don't take texts and I don't read the scoop, but I am sure this will be mis-quoted. You have your voice known, which is your absolute right. You are her boss, my boss, but she has to be left to educate the children, which is her province. Unless she is doing something that is violating of the law as far as criteria, textbooks, programs and curriculum. So, can you just move on? There is a right to dictate performance in her contract. There is a right to withhold money if performance is not achieved. Obviously both parties have to agree to that, because a contract can only be binding if two parties agree. I want to make this clear, I will not be part of making the criteria, because this is educational stuff, if you will, for the children. That will have to be through Ms. Silva and Dr. Mercora."

Mr. Seitler – "Could we just amend the motion to include that the contract should state that the Superintendent's recommendation will be binding"? ***Mr. Seitler***

Mr. Inzelbuch – "Absolutely." ***Mr. Inzelbuch***
Mr. Seitler – "Thank you."

Mr. Fink – I would like to second that." ***Mr. Fink***

Mr. Grunhut – "Open for discussion."

Mr. Grunhut – "Just curious Ms. Silva, how would you determine performance? When do you based on perform-ance?" ***Mr. Grunhut***

Ms. Silva – "We would do it just the way we do with the public schools, pre and post, observations throughout the year, and one key factor would be the professional development of the teachers in order to assist them in being able to implement methodology being recommended. ***Ms. Silva***

Mr. Inzelbuch – Obviously I have not seen the entire pro-posal. Obviously the vendor you have selected would ***Mr. Inzelbuch***

need to agree. But Ms. Silva, if you could, get all of this together, I know Dr. Mercora in closed session had some concerns. The educators should put that together in very specific language, which does not require Board approval as to educational methodology, and criteria and the contract. It will be attached as an exhibit. I am not going to change it, I will look at it, but it will be an attachment."

Mr. Grunhut – "I think what Mr. Seitler wants is teeth in the contract. He wants teach in the contract." ***Mr. Grunhut***

Mr. Silver – "Curriculum." ***Mr. Silver***

Mr. Inzelbuch – "That is excellent." ***Mr. Inzelbuch***

Mr. Silver – "I want to ask a question…?" ***Mr. Silver***

Mr. Fink – "Through the chair. The teeth in the contract should really state the Superintendent or Vice Superintendent, a program should be set up on a monthly basis and report back progress. Sit back please, I can not see. Thank you. Progress through the non-public schools and we should review it." ***Mr. Fink***

Mr. Inzelbuch – "It has nothing to do with non-public schools." ***Mr. Inzelbuch***

Mr. Fink – "I am sorry, public, Michael, I meant public." ***Mr. Fink***

Mr. Grunhut – "Okay." ***Mr. Grunhut***

Mr. Zlatkin – "I want to ask a question. Who has the final say if the funding will be withheld, is it the Board or the Superintendent? ***Mr. Zlatkin***

Mr. Inzelbuch – "The Superintendent makes the recommendation. She is the one who monitors it, not you." ***Mr. Inzelbuch***

Mr. Fink – "That is right." ***Mr. Fink***

Mr. Seitler – "Do we still have to approve?" ***Mr. Seitler***

Mr. Grunhut – "Okay, can we summarize or read ***Mr. Grunhut***

the amendment, or the motion, Mr. Finger?"

Mr. Inzelbuch – "Can you please considering adding Ms. Cucuro to that, since there is special education children involved, she is the Special Educaiton Director." ***Mr. Inzelbuch***

Mr. Seitler – "Yeah, throw her in also." ***Mr. Seitler***

Mr. Inzelbuch – "Throw her? Okay." ***Mr. Inzelbuch***

Mr. Finger – "All right. We still have a motion and a second, correct, Mr. President? ***Mr. Finger***

Mr. Grunhut – "Yes. Can you read it, if someone could read it, there were too many discussions." ***Mr. Grunhut***

Mr. Finger – "I will not even try to read it. We will go through the court reporter tomorrow and I will actually draw up the actual resolution word for word once we get it." ***Mr. Finger***

Mr. Inzelbuch – "Well, she won't get it to you tomorrow, it will take about a week." ***Mr. Inzelbuch***

Mr. Finger – "About a week? Okay. Basically it is the motion, therefore, to award a $3.1 million contract for 2010-2011 school year for public pre-school to Tiny Tots with all that was discussed, I will not go into detail." ***Mr. Finger***

Mr. Inzelbuch – "What is the period of time? Because a contract needs that. Is it from July 1, 2010, through when? A contract needs terms." ***Mr. Inzelbuch***

Mr. Silver – "June 30, 2011." ***Mr. Silver***

Mr. Inzelbuch – Well, I haven't seen the proposal in its entirety." ***Mr. Inzelbuch***

Mr. Seitler – How can it be from July 1st if today is July…." ***Mr. Seitler***

Mr. Inzelbuch – Well, actually, that is an interesting point, because they don't have a contract currently to be running what they are running because their contract has expired. So you want to cover that, which sometimes happens. So, you want to cover that period. So those of you who saw parts of the proposal, what was the time period? Because I want to have as little to do as possible with interpreting." ***Mr. Inzelbuch***

Mr. Seitler – "In what? I don't know. There was no term in there. Can I ask you a question, Mr. Inzelbuch?" ***Mr. Seitler***

Mr. Inzelbuch – "One minute, I am getting clarification." ***Mr. Inzelbuch***

Mr. Seitler – "I just want to get…" ***Mr. Seitler***

Mr. Finger – "I heard Mr. Seitler say to change it to from 3.3 to read 3.1." ***Mr. Finger***

Mr. Grunhut – "No." ***Mr. Grunhut***

Mr. Silver – "No, no." ***Mr. Silver***

Mr. Seitler – "In other words, it is 3.3 minus 200,000 to get reimbursed from the Federal … whatever they get it… for the food." ***Mr. Seitler***

Mr. Silver – "New Jersey State." ***Mr. Silver***

Mr. Seitler – "Okay, fine. Mr. Attorney, I believe, I don't recall when, but I do believe that a couple of meetings ago there wan an item on the agenda to approve the Tiny Tots contract." ***Mr. Seitler***

Mr. Inzelbuch – "No. I asked Mr. Finger that, interestingly enough. I can only see, I don't have Cynthia anymore." ***Mr. Inzelbuch***

Mr. Zlatkin – "I remember there were kids that were approved to go to Tiny Tots." ***Mr. Zlatkin***

Mr. Inzelbuch – "No, but that is not the overall contract. There use to be a clause, an overall contract for the program. There needs to be…" ***Mr. Inzelbuch***

Mr. Seitler – "Okay." ***Mr. Seitler***

Mr. Inzelbuch – "Why not just tell me…." ***Mr. Inzelbuch***

Mr. Seitler – "Okay, so July 1st to June 30th."

Mr. Inzelbuch – "Is that what it was? You see, you are sitting up here saying, I say this respect-fully, we could say anything. We could say it is for $2 a year, but, what did the vendor say was the time period?" ***Mr. Inzelbuch***

Mr. Seitler – "I don't know." ***Mr. Seitler***

Mr. Inzelbuch " I am not trying to put you on the spot.: ***Mr. Inzelbuch***

Mr. Seitler – "I didn't talk to the vendor, I am not, whatever……" ***Mr. Seitler***

Mr. Inzelbuch – "Oh, so whatever we say?" ***Mr. Inzelbuch***

Mr. Seitler – "If he doesn't agree, then we come back." ***Mr. Seitler***

Mr. Zlatkin - "There is somebody here who represents the vendor, whey don't we just ask…." ***Mr. Zlatkin***

Mr. Inzelbuch – "I don't know if you want to put someone on the spot, but it is not unheard of." ***Mr. Inzelbuch***

Mr. Zlatkin – "We can ask the lawyer in the audience to ask the person who works for the vendor." ***Mr. Zlatkin***

Mr. Inzelbuch – "Do you have the proposal?" ***Mr. Inzelbuch***

Mr. Grunhut – " Mr. Seitler, Mr. Silver." ***Mr. Grunhut***

Ms. Silva – "I just want to add so that everybody is clear, that in terms of the food, I have asked Mr. Finger to investigate that, because I heard Mr. Seitler say something about the money with food. I don't know if they are eligible once they have their site off any of our public schools." ***Ms. Silva***

Mr. Finger – "It is quite possible that as a vendor they might….they would have to decide they would want to choose to participate in the school, national school lunch program and sign up as a participating provider. So, we probably should word it 3.3 million minus $200,000, subject to reimbursement by the national school lunch and breakfast program." ***Mr. Finger***

Mr Sietler – "Right, okay." ***Mr. Seitler***

Mr. Inzelbuch – "What if they don't get reimbursed?" ***Mr. Inzelbuch***

Mr. Finger – "Then we would pay the 3.3 million, if they are not getting reimbursed." ***Mr. Finger***

Mr. Sietler – "Or could we say that if they don't get it, they would go through our lunch program, is that possible?" ***Mr. Seitler***

Mr. Finger – "No. IF we are awarding it to a vendor and it is not going to be on our premises, it will be at Monmouth Avenue, say, then they would have to become a participating provider in the school lunch program, because it is not ou property." ***Mr. Finger***

Mr. Seitler – "Okay, fine. So then amend it like that. And the motion still has the teeth issue, right?" ***Mr. Seitler***

Mr. Inzelbuch – "The teeth issue." ***Mr. Inzelbuch***

Mr. Finger – "Again, once the court reporter gives us the detailed transcript, we will be able to go through it and actually write the motion." ***Mr. Finger***

Mr. Inzelbuch – "Well, actually the teeth issues is not on the record. The teeth issue needs to be written by the head dentist, the Superintendent." ***Mr. Inzelbuch***

Ms. Silva – "But it can be mentioned in the motion, correct?"

Mr. Finger – "And it will be." ***Mr. Finger***

Mr. Seitler – "Righ, yes." ***Mr. Seitler***

Ms. Silva – Okay."

Mr. Seitler – "That is what I want." ***Mr. Seitler***

Mr. Zlatkin – "And that is binding. Can we call it, please? Can we call the roll call?" ***Mr. Zlatkin***

Motion to award the Title I…the previous Title I Pre-School Program that ended on June 30th, as well as the self contained classes which we have have now for Pre-School, the four self-contained classes, as well as the Pre-School Program that was was formerly operated by Catapult Learning, that was previously approved by the Board, not to continue. continue. The contract should be awarded to Tiny Tots. It can not exceed $3.3 million with a reimbursement for the food program, which makes it a net $3.1 million. This would include 216 regular ed kids, up to ninety-six of the inclusion kids, and up to forty-eight from the the self-contained classes." ***Motion Pre-School***

Mr. Finger – "Again, once the court reporter gives us the detailed transcript, we will be able to go through it and actually write the motion." ***Mr. Finger***

ROLL CALL:

YES: **Mr. Fink, Mr. Grunhut,**
Ms. Miccio, Mr. Ostreicher,
Mr. Seitler, Mr. Zlatkin
NO: **Ms. Gonzales**
MOTION PASSED ***Motion Passed***

Mr. Grunhut - "Motion for adjournment." ***Mr. Grunhut***

Mr. Seitler – "Waist, no. Wait, wait.

Mr. Fink – "I would like to make another motion, through the chair, please."

Mr. Grunhut – "Okay." ***Mr. Grunhut***

Mr. Fink – "Michael, this is for you. I would like to pass a motion that all elected officials would be entitled to health benefits through the School Board.."

Mr. Grunhut – "Who is going to pay for that? Who is paying?" ***Mr. Grunhut***

Mr. Fink – "Michael Inzelbuch."

Mr. Seitler – "Well you can't have a discussion until you have a second, so will second it."

Mr. Grunhut – "Michael is paying for it?"

Mr. Silver – "Elected officials meaning only on the Board of Ed., I hope."

Mr. Fink – "Correct."

Mr. Grunhut – "Okay, who is paying for that? Who is paying" ***Mr. Grunhut***
No, no we are not taking it away. I am just curious who is paying fro that? Where is the money coming from?"

Mr. Inzelbuch – "To make a motion to do it."

Mr. Grunhut – "No, we did it. We made a motion. That ***Mr. Grunhut***
money was never budgeted, so where is the money coming

from?"

Mr. Fink – "Well, I was hoping Michael could look into it for next year."

Reverend – "Are you kidding me, Michael?"

Mr. Silver – "She wants us to contribute 1.5; is that okay?"

Mr. Fink – "That is fine."

A Speaker – "What is your salary."

Mr. Fink – "I am retired."

Mr. Grunhut – "Come on." ***Mr. Grunhut***

Mr. Inzelbuch – "I am only going to review." ***Mr. Inzelbuch***

Mr. Zlatkin – "There is a motion on the floor. Can we have a legal opinion?"

Reverend – "Are you kidding me? You guts are at zero budget cuts. Are you kidding me? You guys are a joke. You are a joke." ***Reverend***

Mr. Grunhut – "No, it is for next year." ***Mr. Grunhut***

Reverend – "You are a joke."

Mr. Grunhut – "One second. What is the motion, to look into it, that is the whole motion?" ***Mr. Grunhut***

Mr. Inzelbuch – "It is to review it. I will tell you now…."

Ms. Gonzales – "Michael, we look so stupid." ***Ms. Gonzales***
Reverend – "You guys are a joke."

Mr. Grunhut – "Alright, a little comical relief is allowed." ***Mr. Grunhut***

Mr. Inzelbuch – "Mr. Grunhut, I would ask you not to have any dialogue, that is one of the rules here." ***Mr. Inzelbuch***

Mr. Grunhut – Okay, I am sorry." ***Mr. Grunhut***

Mr. Inzelbuch – "Is there a call on that?" ***Mr. Inzelbuch***

Mr. Grunhut – "I guess the question is, is it legal or not legal, this whole thing?" ***Mr. Grunhut***

Mr. Fink – "That is correct?" ***Mr. Fink***

Mr. Inzelbuch – "I will review that. I am sorry to say I will review that. I need to review." ***Mr. Inzelbuch***

Mr. Seitler – "Do we need a motion to have you review it?" ***Mr. Seitler***

Mr. Inzelbuch – "I don't review for anyone Board member, I only review based on Board action." ***Mr. Inzelbuch***

Mr. Grunhut – "Okay." ***Mr. Grunhut***

Mr. Inzelbuch – "So the motion was for me to review that, wasn't it? ***Mr. Inzelbuch***

Mr. Grunhut – "Yes, so we can call it?" ***Mr. Grunhut***

Mr. Inzelbuch – "Is there a second?" ***Mr. Inzelbuch***

Mr. Seitler – "Yes, I seconded it."

Mr. Grunhut – "There was a second." ***Mr. Grunhut***

Mr. Ostreicher – "Discussion." ***Mr. Ostreicher***

Mr. Grunhut – "Discussion, please." ***Mr. Grunhut***

Mr. Ostreicher – "This is a review and being this will take up your time, I would like to know how many hours do you think this will take to review so that we have a cost and know what that cost will be." ***Mr. Ostreicher***

Mr. Inzelbuch – "Less than an hour." ***Mr. Inzelbuch***

Mr. Silver – "Not to exceed $250.00 ***Mr. Silver***

Mr. Grunhut – "Any further discussion?" ***Mr. Grunhut***

Mr. Seitler – "No." ***Mr. Seitler***

Mr. Silver – "No." ***Mr. Silver***

Mr. Grunhut – "Roll call please." ***Mr. Grunhut***

Ms. Miccio – "What are we voting on?"

Mr. Finger – "Ms. Miccio, the motion is to ask the Board Attorney to review whether health benefits could be given to Board members. ***Mr. Finger***

MOTION TO HAVE THE BOARD ATTORNEY REVIEW WHETHER HEALTH BENEFITS COULD BE GIVEN TO BOARD MEMBERS ***Motion for Board Attorney to review if Board Members can get health benefits***

ROLL CALL:

YES: Mr. Fink, Mr. Grunhut Ms. Miccio, Mr. Seitler, Mr. Silver, Mr. Zlatkin
NO: Mr. Ostreicher
MOTION PASSED ***Motion Passed***

Mr. Seitler – "Can I make another motion, through the chair?" ***Mr. Seitler***

Mr. Grunhut – "Yes, please. Sure." ***Mr. Grunhut***

Mr. Seitler – "Can I make a motion that starting for the current school year starting in 2010-2011, that registration be done through central administration instead of through the schools, and that proof of addresses be provided through central administration." ***Mr. Seitler***

Mr. Zlatkin – "Second that." ***Mr. Zlatkin***

Mr. Ostreicher – "I could not hear the motion." ***Mr. Ostreicher***

Mr. Seitler – "All registration for students in public schools, instead of going through the current six different schools that we have, the should all register in the central administration building provided all documentation of proof of address that they actually live here in Lakewood. I have been hearing reports that there are many, many people who are coming here from other districts." ***Mr. Seitler***

Mr. Finger – "May I just add one thing, please. The requirements….Excuse me, there is still a meeting going on. Mr. Seitler, let me just explain that the laws regarding what is proof, what is not proof, that is all governed by the State." ***Mr. Finger***

Mr. Seitler – "No, no, I am not discussing that. I just want that it should be…." ***Mr. Seitler***

Mr. Finger – "Right, make it central registration."

Mr. Inzelbuch – "I don't think Mr. Seitler was saying, and I know he wasn't…." ***Mr. Inzelbuch***

Mr. Zlatkin – "Through the Chair." ***Mr. Zlatkin***

Mr. Inzelbuch – "Excuse me, I am speaking. I don't think he was saying to change the criteria." ***Mr. Inzelbuch***

Mr. Seitler – "No, I wasn't." ***Mr. Seitler***

Mr. Inzebuch – "You can't do that. I think he was just asking for central registatation." ***Mr. Inzelbuch***

Mr. Seitler – "Right." ***Mr. Seitler***

Mr. Inzelbuch – "Administrative process." ***Mr. Inzelbuch***

Mr. Silver – "And to enforce the criteria." ***Mr. Silver***

Mr. Zlatkin – "Through the Chair. I would like to ask the attorney, how many kids were found this year who attended the Lakewood Public Schools who were not living in Lakewood?" ***Mr. Zlaktkin***

Mr. Inzelbuch – "There were some students. I don't have an exact number, but there were some students who were determined not to be residents of Lakewood. Ms. Medina, you could agree with me, there were some who were not. But the criteria needs to be applied." ***Mr. Inzelbuch***

Mr. Zlatkin – "I just want the public to understand that we've been hearing a number of times there are students attending Lakewood Public Schools that are not living in Lakewood, and that is why the motion is on the floor." ***Mr. Zlaktkin***

Mr. Ostreicher – "So what would be the benefit if it comes from central office or if it goes through the…"

Mr. Zlaktkin – "More control." ***Mr. Zlaktkin***

Mr. Seitler – "It would have more control and enforcement." ***Mr. Seitler***

Mr. Zlatkin – "Since this has happened already." ***Mr. Zlaktkin***

Mr. Inzelbuch – "It has. In fact, there was a hearing we had where a student, we went through t he entire hearing and learned that t he student was not a resident of Lakewood. Again, I am not going to get into why they would come here, the facts are the facts. The taxpayers have a right to have the students who reside in Lakewood go to Lakewood Schools at no cost. Central Administration, there is nothing in the law that I know that would prevent central administration of occur, as long as it is not onerous and burdensome on the people to come. We do have Ms. Medina and others who could, perhaps that would be the direction of the Superintendent. So it is clear, the criteria is not being changed. that is the motion, Mr. Seitler?" ***Mr. Inzelbuch***

Mr. Seitler – "Yes, it is." ***Mr. Seitler***

Mr. Zlatkin – "I second." ***Mr. Zlaktkin***

Mr. Ostreicher – "Discussion." ***Mr. Ostreicher***

Mr. Grunhut – "I have one question, Ms. Silva do you support that?" ***Mr. Grunhut***

Ms. Silva – Actually we had begun discussion on hat in terms ***Ms. Silva***

of registration from a number of perspectives. It is not as onerous on the schools if we have it at a central place. Transportation had also requested the same thing. So, yes, I am in favor of that."

Mr. Grunhut –"Any further discussion?" ***Mr. Grunhut***

Mr. Ostreicher – "Is there an additional cost?" ***Mr. Ostreicher***

Mr. Seitler – "No." ***Mr. Seitler***

Mr. Inzelbuch – "Additional cost?" ***Mr. Inzelbuch***

Mr. Ostreicher – "In other words, would it be an additional cost to the District by having it in the central office rather than having it done by the individual schools?" ***Mr. Ostreicher***

Ms. Silva – "What we discussed was having it at a central place. It may or may not be at the central office. That will be determined. But as far as I can see, I don't see an extra cost, because it will involve the Lakewood public schools employees, which are already employed." ***Ms. Silva***

Mr. Inzelbuch – "You may need, Ms. Superintendent, to re-shift where they are located." ***Mr. Inzelbuch***

Ms. Silva – "Absolutely, yes." ***Ms. Silva***

Mr. Inzelbuch – "Right."

Mr. Ostreicher – "Would it require any overtime or anything of that nature?" ***Mr. Ostreicher***

Ms. Silva – "If you follow the guidelines that are provided, it should not. I would probably at sometime ask the Board to approve us putting an ad in the local papers so we can allow parents to know and utilize every means of communication so we let the parents know what we are doing." ***Ms. Silva***

Mr. Inzelbuch – "Well, let me say this, you don't need Board permission to advertise criteria. In fact, all in favor, the Superintendent should immediately place on the website, in Spanish and English, she should immediately advertise in ***Mr. Inzelbuch***

the Asbury Park Press, and other Spanish papers, she should post it prominently throughout the public thoroughfare of the district, and any other means she so feels would be appropriate. "All in favor?" Any against." Good."

MOTION FOR ALL REGISTRATIONS TO BE DONE IN ONE CENTRAL LOCATION ***Motion to have all Registration in one location***

ROLL CALL:
YES: Mr. Fink, Mr. Grunhut, Ms. Miccio, Mr. Seitler, Mr. Silver, Mr. Zlatking
ABSTAIN: Mr. Ostreicher
MOTION PASSES ***Motion Passed***

Mr. Zlaktin – "I would like to introduce a motion to have at least once a month meetings in the committees, since a lot of work needs to be done, and a lot of times we stay longer and we don't get the job done, either because we don't have enough time for things that should have been done already." ***Mr. Zlaktin***

Mr. Fink - "I second it." ***Mr. Fink***

Mr. Inzelbuch – "Through the Chiar," ***Mr. Inzelbuch***

Mr. Gtunhut – "Yes." ***Mr. Grunhut***

Mr. Inzelbuch – "You could vote on this but, just so we are clear, you don't need a Board resolution. You could do that as a symbolic act."

Mr. Zlatkin – "But we need the Chairman. I am not the Chairman of the Finance Committee, for example, and the Finance Committee has not met for two months already. So, I am trying to make a motion that we would be obligated to meet at least…" ***Mr. Zlatkin***

Mr. Inzelbuch – "Well, that would be the way to do it, then, to obligate each chairman." ***Mr. Inzelbuch***

Mr. Zlatkin – "Yes, to schedule a meeting at least once a month." ***Mr. Zlatkin***

Mr. Ostricher – "You have to obligate the members of the committee to show up as well." ***Mr. Ostreicher***

Mr. Inzelbuch – "Yes. Mr. Ostreicher, you cannot have meetings without members. I think it is a great idea, actually to have committee meetings. I want to thank and commend the Board members. You should be doing that. It hasn't happened all of the time. It is now obligating committees, each one of them, to meet once a month. That would thus mea, also, the committee members should meet, because if you don't have the members, you are just meeting with yourself, and that would be problematic." ***Mr. Inzelbuch***

Mr. Seitler – "Could you elaborate?"

Mr. Finger – "I believe, I could be corrected of I a, wrong, that this would really require not so much as a vote of the Board, but it would require a review of the bylaws and possibly changing the bylaws." ***Mr. Finger***

Mr. Inzelbuch – "It would." ***Mr. Inzelbuch***

Mr. Finger – "You say they you were going to require…" ***Mr. Finger***

Mr. Inzelbuch – "A motion to change the bylaws to make the committee meetings." ***Mr. Inzelbuch***

Mr. Zlatkin – "And my motion would require…"

Mr. Inzelbuch – "Roll call, please." ***Mr. Inzelbuch***

Mr. Finger – No, requires a first reading and then a second reading." ***Mr. Finger***

Mr. Ostreicher – "No." ***Mr. Ostreicher***

Mr. Finger – "It needs two readings." ***Mr. Finger***
Mr. Finger
Mr. Ostreicher – "No, I am voting against it. No." ***Mr. Ostreicher***

Mr. Grunhut – "One second, one second. Open for discussion, I would like to recognize Irene. Irene do you have a few words to say?" ***Mr. Grunhut***

Ms. Miccio – "Would someone please give me a chance. After all these many years, what a chairman of a committee has to do, call a date and ask your committee members to come to the meeting, or come to a conclusion. I don't need an action. You don't need a bylaw change." ***Ms. Miccio***

Mr. Zlatkin – "But it was not done." ***Mr. Zlatkin***

Ms. Miccio – "You don't need anything." ***Ms. Miccio***

Mr. Zlatkin – "With all do respect, it was not done." ***Mr. Zlatkin***

Ms. Miccio – "What you need is a Chairman to call a meeting." ***Ms. Miccio***

Mr. Silver – So make it that. Don't change the bylaws." ***Mr. Silver***

MR. Zlatkin – "I am not. Again, I am on the Finance Committee and I can not…" ***Mr. Zlatkin***

Mr. Ostreicher – "The problem is that meetings are called and people don't show up, that is the problem." ***Mr. Ostreicher***

Mr. Zlatkin – "Mr. Ostreicher, I am talking now, please." ***Mr. Zlatkin***

Mr. Inzelbuch – "Through the Chair. The public has a right to know, the Committee Chairperson's are as follows, if this is the accurate list." ***Mr. Inzelbuch***

Ms. Miccio – "That is the list we got yesterday." ***Ms. Miccio***

Mr. Inzelbuch – "Committee Adminsitration Liaison, that is Mr. Grunhut is chair; Human Resources, Carl Fink, is chair; Finance and Food Service.." ***Mr. Inzelbuch***

Mr. Fink – "Hold it, hold it, Michael, when did I become Chair of Human Resources?" ***Mr. Fink***

Mr. Inzelbuch – "I don't get involved in this. I was given a list. I want you to know this is the list prepared by El Presidente. This is the list Ms. Miccio just gave me." ***Mr. Inzelbuch***

Ms. Miccio – "Which arrived in my back-up yesterday." ***Ms. Miccio***

Mr. Fink – "I didn't get one." ***Mr. Fink***

Ms. Miccio – "There was a new one." ***Ms. Miccio***

Mr. Finger – "It was in your Board packet, sir." ***Mr. Finger***

Mr. Fink – "I did not get it." ***Mr. Fink***

Mr. Inzelbuch – "Committee Administration Liaison, Meir Grunhut; Membership, Preseident; Human Resources, Carl Fink; Finance/Food Service, Abe Ostricher; Student Service, Irene Miccio; Policy, Ada Gonzales; Buildings and Grounds, Carl Fink; Educarion Services, Jonathan Silver; County Superintendent Protocol Meetings, Abe Ostreicher." ***Mr. Inzelbuch***

Mr. Fink – "Who made this list up?" ***Mr. Fink***

Mr. Inzelbuch – "The Board President; is that correct?" ***Mr. Inzelbuch***

Mr. Finger – "That is correct." ***Mr. Finger***

Mr. Fink – "He should forget my name." ***Mr. Fink***

Mr. Inzelbuch – Mr. Fink, we are having a public meeting. Is there a motion to adjourn?" ***Mr. Inzelbuch***

Mr. Seitler – "No, we have a motion." ***Mr. Seitler***

Mr. Zlatkin – "I still have my motion on the floor. Can we have an order? And I have to amend my motion to have at least obligate, by changing the bylaws, or whatever we need to do." ***Mr. Zlatkin***

Mr. Seitler – No, no, can we have a motion for the next twelve months every chair is obligated to meet a least once a month, and that's it.?" ***Mr. Seitler***

Mr. Finger – "No." ***Mr. Finger***

Mr. Fink - "How can I do that? I am on eight committees?" ***Mr. Fink***

Mr. Finger – "You would need to amend your bylaws. You would have to have two readings, although you would have to have someone make a motion tonight to say you want to amend the bylaws, it would require a first reading."

Mr. Zlatkin – "That is my motion." ***Mr. Zlatkin***

Mr. Finger – "And then it would have to be approved at that meeting and approved at a second meeting."

Mr. Seitler – "So are you saying that this motion would be irrelevant?" ***Mr. Seitler***

Mr. Zlatkin – "There are two readings." ***Mr. Zlatkin***

Mr. Inzelbuch – "Let's make a resolution, and it is, I have a happy medium, a resolution to …." ***Mr. Inzelbuch***

Mr. Zlatkin – "To amend the bylaws and have a meeting every month." ***Mr. Zlatkin***

Mr. Seitler – "Let him finish."

Mr. Grunhut – "What does the bylaws say, by the way?" ***Mr. Grunhut***

Mr. Inzelbuch – "We don't have them here. We don't have them memorized. I will start bringing those with me in the boxes. And they will be changed." ***Mr. Inzelbuch***

Mr. Grunhut – "What happens if you don't abide by the bylaws, what happens?" ***Mr. Grunhut***

Mr. Finger – "You are in violation." ***Mr. Finger***

Mr. Zlatkin – "I would like to ask the attorney for a legal opinion. If a Board member doesn't show up, he is off the Board? My question is, if the Board member is out of town at the time …" ***Mr. Zlatkin***

Mr. Inzelbuch – "I am sorry, I was listening to a discussion." ***Mr. Inzelbuch***

Mr. Zlatkin – "The question is, if it becomes part of the bylaws to meet every month and the Board member…" ***Mr. Zlatkin***

Mr. Inzelbuch – "You know what, I don't understand, Mr. Zlatkin? One minute, Ms. Miccio, I am sorry, what were you saying?" ***Mr. Inzelbuch***

Ms. Miccio – "I am sorry." ***Ms. Miccio***

Mr. Inzelbuch – "Okay. It makes absolute sense for committees to meet monthly, apparently they have not. Apparently some people don't even know they are a Chairperson. I have been assured that the list was sent home. I don't do that. I can't do that, that is at $250 per hour. So the list was made up by Mr. President, I have been told." ***Mr. Inzelbuch***

Mr. Finger – "It was given to me yesterday, it is posted on our website, on our home page, and I was told to put it in the Agenda packets, which went home yesterday." ***Mr. Finger***

Mr. Inzelbuch – "By the next meeting, Mr. Zlatkin, I will have reviewed the bylaws and get back to you. At this point you can make a resolution asking, requesting and demanding that committee chairs and committees meet monthly. All in favor? ***Mr. Inzelbuch***

Board Members – responded affirmatively.

Mr. Inzelbuch – "Any against?" ***Mr. Inzelbuch***

Board Members – none.

Mr. Fink – "Can I make one more statement, since the cameras are still rolling? I am in charge of food service? So effective tomorrow, no more kosher food…" ***Mr. Fink***

Mr. Seitler – "Can I ask.." ***Mr. Seitler***

Mr. Fink – "Only kidding." ***Mr. Fink***

Mr. Seitler – Can I ask the Business Administrator, is there any Kosher foods? ***Mr. Seitler***

Mr. Zlatkin – "He is talking about the closed session, is that right Mr. Fink?" ***Mr. Zlatkin***

Mr. Fink – "That is correct." ***Mr. Fink***

Mr. Seitler – "That is not in food service." ***Mr. Seitler***

Mr. Inzelbuch – "What is going on here? What are you talking abour?" ***Mr. Inzelbuch***

Mr. Silver – "That is not district food service." ***Mr. Silver***

Mr. Inzelbuch – "Is there a motion to adjourn? ***Mr. Inzelbuch***

Mr. Seitler – "Yes." ***Mr. Seitler***

Mr. Zlaktin – "yes." ***Mr. Zlatkin***

Mr. Fink – "Yes, motion to adjourn. ***Mr. Fink***

Mr. Inzelbuch – All in favor?" ***Mr. Inzelbuch***

Board Members – responded affirmatively."

Meeting Adjourned at: 11:35 p.m.

RESPECTFULLY SUBMITTED BY:
LISA MILLER
INTERIM ASSISTANT BOARD SECRETARY