

***MEETING OF THE LAKEWOOD BOARD OF EDUCATION HELD ON THURSDAY,
OCTOBER 21, 2010 , 2010, AT 7:15 A.M., AT 1771 MADISON AVENUE, LAKEWOOD, NEW
JERSEY 08701***

Mr. Leonard Thomas, Board President, called the meeting to order at 8:30 a.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, Mr. Grunhut,
Mrs. Miccio, Mr. Seidler,
Mr. Silver, Mr. Thomas
Mr. Zlatkin

Board Members Absent: Ms. Gonzalez

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

***Also
Attending***

PUBLIC RECOGNITION

Public Recog.

Mr. Hobday – “Good Morning. “Looking over the Agenda, I see on page 1, item A & B we have an expenditure for –Pre-School Lease for educational space, this is not supported by the Superintendent or the Business Administrator, that is my first question. I would like to understand the issue there, is it needed or is it not needed? Is it the right amount of money or is it too much money? Is it not enough money, etc.? Please just tell me a little bit about that, I would appreciate it. I see that Mr. Finger, after his resignation will continue to consult with the school district for the 2011 school year. So, if we can back to my number one question with an answer. Is \$234.000 good, bad or indifferent? Why is it opposed by the Superintendent and the Business Administrator? They carry great weight in the District and I would like to understand their positions.”

Mr. Hobday

Ms. Silva – “Very simply, Mr. Hobday, we can’t absorb the presently on the waiting list within Campus I & II, therefore to open up Campus III, it is my opinion and I have shared this with the Board, I would not want to have parents come into Campus III and subsequent to that close it. That would be a harm to those parents if suddenly they are there and because of numbers we have to close it. We have talked about the rental month to month, and I don’t think that that would be in the best interest of the District, nor the children.”

Ms. Silva

Mr. Hobday – “Very good answer. Does the rest of the Board understand that logic and concur with that?”

Mr. Hobday

Mr. Thomas – “We heard the Superintendent’s response and individually as Board members we all have our own opinion. Undoubtly, she

Mr. Thomas

has the best interest of district and we do respect her.”

Public Recog

Carol Cousins – “Good morning. With in the last year the Board has adopted a policy of taking staff members who have had some problems in the district and put them out on leave with pay, as we are sending them for tests; psychological, physicals. My question would be, that I hope the Board would consider adopting some kind of formal procedure for this action to occur, as far as time limits, when we put them out, when we bring them back in. My question being, because we currently have a staff member who has been out for three months, on leave with pay and went for the psychological and waiting for the some answers to come back. I received a call from this person and legally I have answers to give this staff member. I think we need some policy, because we have people out on leave, we are paying them. We need some type of procedure.”

Carol Cousins

Mr. Inzebuch – “Through the chair. I appreciate Ms. Cousins comment, I do respectfully, this is not a personal matter and I can’t discuss specific personnel. I find it respectfully, unbecoming to come to the microphone and ask that. The Superintendent as well as the head of the Union should be meeting regularly, I don’t know if they still do, I know in years past they did. Regarding the employee, Ms. Cousins I don’t want to speak about

Mr. Inzebuch

specifics, but she does have a point, how ever. This could have been better addressed. If it isn't happening, the Superintendent should be meeting with the Union and I don't say weekly, but it used to happen weekly. It is a valid point and we will look into that employee immediately. Regarding the other employees, Ms. Cousins, I invite your input with the Boards' permission. Unfortunately we are having incidents

Public Recog

reported to us, which involves the threat of corporal punishment or corporal punishment of our public school students. The Board as you can appreciate can not accept that, that does me they said it was done, there are allegations. Therefore, the Board has legal obligations to look into that since we are the protector, if you will of our students. One of the situations that has arisen and not just this year, but last few years, is some anger management issues and other such issues that evaluations have been recommended. You are correct when you bring up that one employee, and as far as I know the evaluation came in some time ago, and I am surprised to learn that it has not been addressed by the Superintendent's office, but it will be immediately."

Ms. Cousins – "I am asking for procedure."

Carol Cousins

Mr. Inzelbuch – "The procedure is when the Superintendent, when they come in she is to review them, she is to speak with the appropriate parties and make the decision. The Superintendent has been and I am not making excuses for her, but she has been quite busy with getting our schools together, getting staff hired and dealing with a variety of issues, with all due respect to that one

Mr. Inzelbuch

employee were more important. She will look at it today.”

Mr. Thomas – “I just wan to respond. I do believe that there is something to be said about us having an appropriate process in place if we are going to do this. If we could find out if there are policies and procedures in other districts that address the same concern. One or one hundred, three months and unfit and we are paying them. I believe that there is Board members here that would not be in agreement that this person, whom ever they are, whether they are here on not, would want this acted upon and why we are paying someone for three months, and we should have acted sooner. Policy that deals with that, can we find one?”

Mr. Thomas

Public Session Closed

Mr. Thomas – “I would like to move the Agenda.’

Mr. Thomas

Mr. Finger – “Hold on, we just need to add two Addendums to that:

Mr. Finger

1. Under Business items approval of Contract

for Robert S. Finger, Consultant Services through the Business Office in the amount of \$200.00 per hour with a minimum of five hours a week for the period of January 1, 2011 through June 30, 2011.

2. Under Reports and Recommendations of

Superintendent of Schools:
Resignation of Robert S. Finger, Board Secretary/Business Administrator the date will be changed to the close of business on December 10, 2010, which would be contingent upon the Board approving the Consultant contract. Dependent upon

Teaneck's Board approval.

Mr. Inzelbuch – “Those two items dealing with our Business Administrator, I would like to address our Business Administrator, are you saying if Teaneck allows you to stay here until December 10th you would stay here at your regular hours, regular salary. If they do not allow you, then you are willing to be the Consultant as of November. If Teaneck doesn't approve when would be starting as the Consultant?”

Mr. Inzelbuch

Mr. Finger – “My last day was suppose to be the 19th of November, if they don't approve me to start on December 10th, then it will be up to the Board as to when my Consultant contract with Lakewood would begin.”

Mr. Finger

Mr. Inzelbuch – “So, can we ask with the Board's permission, Mr. Seitler and others, should Teaneck say no then your contract should be November 20, 2010 through June 30, 2011. Would the Board be accepting to that?”

Mr. Inzelbuch

Board Members – “Yes.”

Board Members

Mr. Finger – One other item, Mr. President, needs clarification, on item B, page 1, about the lease for the Pre-School space, just to clarify, if the Board should not approve that, then on page 4, there are two teaching appointments, numbers 1 and 3 that are specifically being hired for that Pre-School. These appointments will not need to be hired, if the Superintendent and/or Assistant Superintendent clarify that?”

Mr. Finger

Ms. Silva – “You are correct.”

Ms. Silva

Mr. Inzelbuch – “Through the chair. I did receive an email from a vendor asking for

Mr. Inzelbuch

a bond to be lowered, I did copy the Board in my response, which I did tell that vendor to please direct it to his attorney Mr. Becker, you did all get that, correct? We can discuss this if would like?

Mr. Seidler – “Do we need a motion?”

Mr. Seidler

Mr. Inzelbuch – “Yes you need a motion. I would suggest you do it separately so it can be worded correctly.

Mr. Inzelbuch

Mr. Silver – “Should we be discussing this openly?”

Mr. Silver

Mr. Inzelbuch – “Again, it should be in there, and that is why I am saying it should not be part of this vote. If you want to do it out here you have a right to. Typically we discuss contracts in closed session, you could do it out here, but I would suggest you do it as a separate vote so it is clear. So, we now have an Agenda as amended, is there a motion?”

Mr. Inzelbuch

Mr. Seidler – “Can I make a motion to vote on the Agenda and I don’t want to insinuate anyway that I am going to vote.”

Mr. Seidler

Mr. Inzelbuch – “All in favor of voting on the Agenda?”

Mr. Inzelbuch

Board Members – “All, I.”

Board Members

Mr. Thomas – “Does anyone want to move the Agenda in its entirety? If not, I will open it, but I am not voting on the entire Agenda.”

Mr. Thomas

Mr. Thomas – “Alright a make a motion to move the Agenda, let someone else move it.”

Mr. Thomas

Mr. Inzelbuch – “Okay, well there goes that.”

Mr. Inzelbuch

Mr. Fink – “Through the chair. I would like to move the Agenda as amended, except for item b. What I would like to do, I would like to approve that based on the Ocean County Superintendent on item b, based on receiving the Superintendent’s letter today and not having enough time to study this I would like the County Superintendent to approve this or not approve this.”

Mr. Fink

Mr. Inzelbuch – “Through the chair. So, I understand what the Board is voting on as Board Parliamentarian. Mr. Fink’s motion to vote yes is, the Agenda as amended, item B, is not part of that motion, but to send that item before voting on for approval from the Ocean County Superintendent of Schools, is that correct?”

Mr. Inzelbuch

Mr. Fink – “Yes.”

Mr. Fink

Mr. Silver – “Second.”

Mr. Silver

Mr. Inzelbuch – “Now there can be a discussion. Gentlemen and ladies, I want to make sure we are following the law. There is a motion, as I read it and a second, now you may discuss.”

Mr. Inzelbuch

Mr. Grunhut – “Suppose the County Superintendent gives his blessing, the go ahead, do we have to come back and vote again?”

Mr. Inzelbuch – “Through the chair. I know the County Superintendent of Schools loves Lakewood, what happens if takes a month or two, what happens then?”

Mr. Inzelbuch

Mr. Thomas – “You can not dictate. That is the position, it is in the second. We can not put stipulations on the

Mr. Thomas

County Superintendent. Hopefully, he sees this and gets us a response relatively quickly. At this point it has been a long discussion on this same issue for many, many weeks. I hope this is a concession that everyone here can live with.”

Mr. Inzelbuch – “So, now let’s make sure we are clear. Mr. Fink’s motion is to approve the entire Agenda as amended except page 1, item B, with item 1 only being approved if the Ocean County Superintendent of Schools approves item B. Is that what Mr. Fink is saying?

Mr. Inzelbuch

Mr. Fink – “Yes.”

Mr. Fink

Mr. Inzelbuch – “Does anyone have any other comments? Seeing none. 8:40 a.m.”

Mr. Inzelbuch

Mr. Thomas – “Call it.”

Mr. Thomas

**MOTION TO APPROVE AMENDED
AGENDA EXCPET FOR PAGE 1
ITEM B WAITING FOR APPROVAL
FROM THE OCEAN COUNTY
SUPERINTENDENT**

***Motion to approve
Agenda w/ Amendments
except for page 1, item b***

ROLL CALL:

YES: **Mr. Fink, Mr. Grunhut,
(except c, d, e, f, g, h)
Ms. Miccio, Mr. Seidler,
(except for c, d, e, f, g, h)
Mr. Silver (except for
c, d ,e, f, g, h)
Mr. Thomas (except for
c, d, e, f, g, h)
Mr. Zlatkin**

**MOTION PASSED
EXCEPT FOR ITEMS C,D,E,F,G,H**

***Motion passed
except for items c,d,e,f,g,h***

Mr. Silver – “I can not vote yes to theses items based on information I have been hearing concerning some of the bus drivers for this particular bus company. One being a driver leaving students on the bus while he ran into the dry cleaners to pick up his dry cleaning. I think it would very irresponsible to give NEGBA any further contracts”

Mr. Silver

Mr. Inzelbuch – “I have a legal concern, now that Mr. Silver has brought this in public, if these allegations and they are allegations at this point.”

Mr. Inzelbuch

Mr. Thomas – “We are in the middle of a vote here, this is not an open discussion.”

Mr. Thomas

Mr. Silver – “Mr. Inzelbuch is allowed to say his legal opinion.”

Mr. Silver

Mr. Inzelbuch – “That is true.”

Mr. Inzelbuch

Mr. Thomas – “It was you I was concerned with about your opinion.”

Mr. Thomas

AGENDA

OCTOBER 21, 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 ITEMS

A. Acknowledge receipt of Requests for Proposal for Preschool Leased Educational Space for the 2010-2011 school year, opened on Tuesday, September 28, 2010 as follows:

Bais Rivka Rochel
285 River Avenue
Lakewood, NJ

Monthly Rent	\$ 23,400
Annual Rent (Ten Months)	\$234,000
Annual Increase	3%
Cost of Classroom Furnishings	\$ 74,353
Cost of Soundfield System	\$ 3,480
Furnishings and Soundfield System	Billed Separately

B. Approval to award the lease for Preschool Educational Space for the 2010-2011 school year to Bais Rivka Rochel, in the amount of \$234,000, to be paid on a month to month basis and the number of classrooms based on enrollment as per the terms of the RFP, to be paid with Preschool Education Aid funds, subject to availability of funds and approval by the New Jersey Department of Education, Division of Early Childhood Education. (This is not supported by the Superintendent or the Business Administrator)

C. Approval to award a quoted contract to **Negba Bus Service, Lakewood NJ** in the amount of \$118.00 per diem for a total amount not to exceed \$8,614.00 (73 days) to transport Lakewood students to/from Lakewood Pre School Campus II, for the 2010/2011 school year. **Route: RAPRS1**

Quotes were sought and received by:

Durham School Services, Lakewood, NJ	No Quote
Klarr Transport Services, Lakewood, NJ	\$144.00
Negba Bus Service, Lakewood, NJ	\$118.00

TABLED

D. Approval to award a quoted contract to **Negba Bus Service, Lakewood NJ** in the amount of \$118.00 per diem for a total amount not to exceed \$8,614.00 (73 days) to transport Lakewood students to/from Lakewood Pre School Campus II, for the 2010/2011 school year. **Route: RAPRS2**

Quotes were sought and received by:

Durham School Services, Lakewood, NJ	No Quote
Klarr Transport Services, Lakewood, NJ	\$144.00
Negba Bus Service, Lakewood, NJ	\$118.00

TABLED

E. Approval to award a quoted contract to **Negba Bus Service, Lakewood NJ** in the amount of \$118.00 per diem for a total amount not to exceed \$8,614.00 (73 days) to transport Lakewood students to/from Lakewood Pre School Campus II, for the 2010/2011 school year. **Route: RAPRS3**

Quotes were sought and received by:

Durham School Services, Lakewood, NJ	No Quote	
Klarr Transport Services, Lakewood, NJ	\$144.00	
Negba Bus Service, Lakewood, NJ	\$118.00	TABLED

F. Approval to award a quoted contract to **Negba Bus Service, Lakewood NJ** in the amount of \$118.00 per diem for a total amount not to exceed \$8,614.00 (73 days) to transport Lakewood students to/from Lakewood Pre School Campus II, for the 2010/2011 school year. **Route: RAPRS4**

Quotes were sought and received by:

Durham School Services, Lakewood, NJ	No Quote	
Klarr Transport Services, Lakewood, NJ	\$140.00	
Negba Bus Service, Lakewood, NJ	\$118.00	TABLED

G. Approval to award a quoted contract to **Negba Bus Service, Lakewood NJ** in the amount of \$118.00 per diem for a total amount not to exceed \$8,614.00 (73 days) to transport Lakewood students to/from Lakewood Pre School Campus II, for the 2010/2011 school year. **Route: RAPRS5**

Quotes were sought and received by:

Durham School Services, Lakewood, NJ	No Quote	
Klarr Transport Services, Lakewood, NJ	\$144.00	
Negba Bus Service, Lakewood, NJ	\$118.00	TABLED

H. Approval to award a quoted contract to **Negba Bus Service, Lakewood NJ** in the amount of \$118.00 per diem for a total amount not to exceed \$8,614.00 (73 days) to transport Lakewood students to/from Lakewood Pre School Campus II, for the 2010/2011 school year. **Route: RAPRS6**

Quotes were sought and received by:

Durham School Services, Lakewood, NJ	No Quote	
Klarr Transport Services, Lakewood, NJ	\$144.00	
Negba Bus Service, Lakewood, NJ	\$118.00	TABLED

I. Approval of a consultant contract with Robert S. Finger to provide financial consulting services to the Business Office in the amount of \$200 per hour, minimum of five hours per week for the period January 1, 2011 through June 30, 2011.

IX. REPORTS AND RECOMMENDATIONS OF THE SUPERINTENDENT OF SCHOOLS

A. SUPERINTENDENT'S ITEMS

1. To approve a contract between the Ben Samuels Center-Montclair State University and the Lakewood School District to provide observations, consultations and teacher training for public school students and staff commencing on November 1, 2010 and ending on June 30, 2011. Cost not to exceed \$18,500 at an hourly rate of \$160.00 per hour.
2. Approve Jandyrá DeSantis to attend State of New Jersey Training on Introduction to Intervention and Referral Services on Friday, October 22, 2010. Cost to the district mileage reimbursement only.

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

- (1) FINGER, Robert S.
Business Administrator/Board Secretary
Effective: Close of Business – November 19, 2010

- (2) SCHAUER, Kristen
Teacher – LHS
Effective: November 29, 2010

- (3) TASSIANO, Keith
Teacher – LMS
Effective: December 23, 2010

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) AVALONE, Jennifer
Teacher – LECC
Salary: Step 1, BA - \$44,541 (pro-rated)
Effective: October 25, 2010
Terminating: June 30, 2011
(Pending Enrollment and Funding)
Pending Negotiations
- (2) CARLOTZ, Heather
Teacher – LHS
Salary: Step 4, BA - \$45,441 (pro-rated)
Effective: October 25, 2010
Terminating: June 30, 2011
(Replacement for Ava Guy - \$85,698) retired
Pending Negotiations
- (3) SCHERBA, Elizabeth
Nurse – LECC
Salary: Step 20, MA - \$66,302 (pro-rated)
Effective: October 25, 2010
Terminating: June 30, 2011
(Funded through NJDOE Childhood Grant)
Pending Negotiations

g. Reappointments – N/A at this meeting

h. Salary Adjustments – N/A at this meeting

i. Stipends

- (1) Abigail Adams Teaching American History Grant
Effective: School Year 2010 – 2011
Salary: \$125 per day (Funded by the Abigail Adams Teaching American History Grant at no cost to the district)

DUNN, Gladys
JANUSZ, Maria
LONGO, Regina
MCFARLAND, Maria
MCKEE, Diane

NEWTON, John
NOTARO, Sal
PIZZELLA, Todd
REDDING, Kate
SILINONTE, Gina
YAKOVCHUK, Roy

- 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
 - (1) FELDMAN, Helen
Secretary – LHS
Effective: January 1, 2011
- 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 - N/A at this meeting
- g. Reappointments - N/A at this meeting
- h. Salary Adjustments - N/A at this meeting
- i. Stipends - N/A at this meeting
- j. Tuition Reimbursements - N/A at this meeting
- k. Miscellaneous – N/A at this meeting

* 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 – “Through the chair. I will now give my opinion on these allegations. I have serious concerns regarding these allegations. In fact, I was contacted by several Board members and spoke to some and a least one Principal. I have referred this to the Transportation Department, I did send the Board an email about this.”

Mr. Inzelbuch

Mr. Thomas – “They were here this morning, weren’t they?” Shouldn’t we have talk to them?”

Mr. Thomas

Mr. Inzelbuch – “The next board meeting is when, Mr. Finger?”

Mr. Inzelbuch

Mr. Finger – “Wednesday, the 27th.”

Mr. Finger

Mr. Inzelbuch – “I will ask the Superintendent, the Assistant and the B.A. to please have the transportation people there, and to please have there data. And I would ask for once and for all to allow me or the Board to invite the owner to be on call if we wish to speak to him.”

Mr. Inzelbuch

Mr. Silver – “You agree there should be no further approvals until this is looked into.”

Mr. Silver

Mr. Inzelbuch – “I believe if these allegations are true, and there are other allegations that I would rather not discuss in public, that we need to quickly look at this. This has been

Mr. Inzelbuch

brought the attention by concerned Board members for some time, and we need to look at this, this is involving children, it does not matter what color, religion, or creed. I am asking, and unless I hear no I am immediately contacting that company in writing, and you will all get a copy.”

Mr. Thomas – “I direct the Board Attorney to contact said company and for the Transportation Administration to be present at the next meeting to discuss this.”

Mr. Thomas

Mr. Thomas – Let’s make a motion to adjourn.

Mr. Thomas

Mr. Seitler – “Motion is the contract with Tree of Knowledge is less than was stated and we should lower there performance bond.”

Mr. Seitler

Mr. Silver – “Second.”

Mr. Silver

Mr. Finger – “Wait a second, as far as their performance bond, according to Kathy Napier, the contracts that they have been awarded so far for both Title I and Chapter 192 and 193, they have a total right now including ARRA money, let’s keep in mind the schools that Catapult was doing last year, that has now become schools that Tree of Knowledge has gotten, there is ARRA money that is left. This ARRA money now goes over to Tree of Knowledge, when you add all of that up their total projected contracts is \$1,780,000 and change, half of that is \$890,156, that is why we told them they have to have a bond for half of their contract which is \$890,000. I have been following these emails too, and I don’t quite understand what Rabbi Salfer wants, it sounds like he is insisting that his contract is only \$800,000 and it

is not.”

Mr. Silver – “It sounded to me like being that it is almost November, it sounded to me, he assumed that he was not going to use up the entire contract and this is the amount he feels.”

Mr. Silver

Mr. Seitler – “That is what the schools are saying, they don’t feel they are going to be able use all of the money because of the problems and things like that. He does not project himself using more than the \$800,000, and if anything changes he would be happy another bond.”

Mr. Seitler

Mr. Finger – “That would not be fair, because Pysch Ed., Catapult and Bayada Nurses, they have bonds based on their projected contract amounts assuming they utilize it all and for the whole year.”

Mr. Finger

Mr. Inzelbuch – “If I can interrupt, what you are saying is Bayada, Psych Ed. and Catapult was based on projected. Was the same method used for everyone?”

Mr. Inzelbuch

Mr. Finger – “Exactly. So, in other words Tree of Knowledge would be getting a bond now in a totally different way than the other vendors got theirs.”

Mr. Finger

Mr. Silver – “Well, not really. Unfortunately, for example they have a program that has not been approved yet, so they are off to a late start for what ever reason it is.”

Mr. Silver

Mr. Inzelbuch – “It was approved.”

Mr. Inzelbuch

Mr. Silver – “But still, it is a little late in the game and they have the advantage of knowing that they are not going to utilize

Mr. Silver

all of the approved funds.”

Mr. Finger – “Are they saying they only want to have a bond for \$800,000 or they want to pay 50% of \$800,000? That is what I am trying to figure out from their emails. There was an email yesterday from Rabbi Salfer that almost states, the way it was written, he didn’t say it, I only want to get a bond for half of \$800,000.”

Mr. Finger

Mr. Inzelbuch – “We have an obligation to service as many children as possible. We need to do that, and we need to have as many vendors who are competent to do this. What I am concerned about is are we getting into a position of interpreting what he meant. I think we should do whatever helps vendors, as long as it is equal to all. Does anyone know for fact with these emails what he wants.”

Mr. Inzelbuch

Mr. Seidler – “I believe he wants to get it for half of the \$800,000.

Mr. Seidler

Mr. Finger – “That would not be fair, and not the other vendors. There is no way his entire contract is only going to be \$800,000.”

Mr. Finger

Mr. Seidler – “Then let’s do a motion on \$1,300,000.”

Mr. Seidler

Mr. Inzelbuch – “How did you pick that number, just so we are clear.”

Mr. Inzelbuch

Mr. Silver – “I will read you his email, at this point accept the contract for \$800,000 and there for the bond is for \$400,000.”

Mr. Silver

Mr. Inzelbuch – “What is the date of that email?”

Mr. Inzelbuch

Mr. Silver “October 20th. “

Mr. Silver

Mr. Finger – “That is from yesterday, and he is thinking he is only getting a contact for \$800,000.”

Mr. Finger

Mr. Silver – “He is assuming at this point that he is only going to be utilizing the \$800,000 worth of funds and if he needs the rest he will bond further.”

Mr. Silver

Mr. Finger – “On the premise if Bayada, Psych Ed, and Catapult went out and said they got their information and said okay here is our bond, so theirs is totally different.”

Mr. Finger

Mr. Silver – “They got theirs based on their assumption of how of the.”

Mr. Silver

Mr. Inzelbuch – “I agree we have to help Tree of Knowledge, but they got their numbers from the same two people.”

Mr. Inzelbuch

Mr. Finger – “Actually in all fairness, Psych Ed. has about \$125,000 worth of projected contracts and they went out and got bond for \$100,000, so they are actually way above and Bayada is also way above.”

Mr. Finger

Mr. Inzelbuch – “That is their fault, we didn’t tell them to do that.

Mr. Inzelbuch

Mr. Finger – “He needs to get a bond for at lease \$800,000 at a minimum.”

Mr. Finger

Mr. Inzelbuch – “How did you get that number?”

Mr. Inzelbuch

Mr. Finger – “I am going to go back.

Mr. Finger

He initially kept complaining that he did not want \$890,00 he wanted \$800,000, it was not until yesterday and Mr. Silver I am referencing that same email and he makes it sound like he doesn't want to go from 890 to 800 but essentially a bond for only \$400,000."

Mr. Grunhut – "He is not arguing that he doesn't want to get the half, it is the number.

Mr. Grunhut

Mr. Finger – "He has been given the number and he doesn't like the number."

Mr. Finger

Mr. Seitler – "Let me make a motion that the Administration and Vendor should get together and work out something that is agreeable. Something that the vendor thinks that is reality and the bond should be for half of that."

Mr. Seitler

Mr. Finger – "You do not need a motion for that. You just need to say the Board is directing Administration."

Mr. Finger

Mr. Inzelbuch – "We need to service children. Make a motion to immediately meet with the vendor."

Mr. Inzelbuch

Mr. Seitler – "I make a motion to immediately meet with the vendor and clear up this issue and get it dealt with today."

Mr. Seitler

Mr. Inzelbuch – "I agree with Mr. Seitler and Mr. Silver's motion to direct the Administration to meet with the vendor immediately, which means today if the vendor is available. You are available you work here all day. Also, with Kathy and Neva and contracts."

Mr. Inzelbuch

Mr. Fink – "I want to say, I want every

Mr. Fink

vendor treated equally. Whatever one vendor is paying as a bond, all vendors should pay the same according to their contract.”

Mr. Silver – “Make a motion that the vendor is required to get a bond based on his adjusted proposed contract, whatever that is. He has a right to amend his contract. Whatever he proposes it is going to be allow him to get a bond based on that.

Mr. Silver

Mr. Inzelbulch – “Tree of Knowledge has a signed contract. It was signed August 31st by the vendor. In that contract it does speak about a bond. It says for example, in the contract, which is a public document, page 10 paragraph 44 and it is the same paragraph for al vendors. The provider will post a bond for 50% and it is the same for each vendor. I understand that Kathy Napier and Neva have given projected numbers to each vendor. Have all vendors either complied with that or exceeded that?”

Mr. Inzelbuch

Mr. Finger – “All have except for Tree of Knowledge.”

Mr. Finger

Mr. Inzelbuch – “What is the problem, I do not understand?”

Mr. Inzelbuch

Mr. Seitler – “Their issue is that they say the projection is over and above the amount that they would ever spend and feel that the the projection is not fair. So, meet and clear it up.

Mr. Seitler

Mr. Inzelbuch – “I agree, meet figure it out, and clear it up, today.

Mr. Inzelbuch

**MOTION TO MEET WITH
TREE OF KNOWLEDGE TODAY
AND CLEAR UP BOND ISSUE**

ROLL CALL:

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

MOTION PASSED

MOTION TO ADJOURN:

Meeting Adjourned at: 10:45 a.m.

RESPECTFULLY SUBMITTED BY:

LISA MILLER,
INTERIM ASSISTANT BOARD SECRETARY