

Monday, July 9, 2018

MINUTES OF THE SPECIAL MEETING OF THE  
BRIDGEPORT BOARD OF EDUCATION, held July 9, 2018,  
at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport,  
Connecticut

The meeting was called to order at 6:00 p.m.

Present were Chair John Weldon, Joseph Sokolovic, Sybil Allen, Chris Taylor and Maria Pereira.

The first agenda item was on the expelled program RFP.

Assistant Superintendent Christiana Otuwa said there were revisions in the RFP from the version sent to board members based on members' requests.

In response to a question, Dr. Otuwa said the RFP is for a program to start this year.

Tony Pires said the directive of the board was to put the RFP out to start in the fall with a two-year contract to be awarded with two one-year options for renewal. He said this was embedded in the RFP. He said he was not at the last meeting, but he understood the board was fast-tracking it to have it ready for the fall.

Ms. Pereira said the board awarded the contract to The University School. In response to a question, Dr. Otuwa said she was not sure if the contract had been signed.

Mr. Weldon said the board approved the contract with The University School with the RFP process in place to see if a more advantageous proposal was submitted. He said the language of the contract allowed the board to cancel it for convenience.

Ms. Pereira said when the conversation took place about signing the contract with The University School as a placeholder she didn't say a word. She said she subsequently researched the termination for convenience clause. She said there is already case law that you cannot terminate a contract to give a contract to somebody else.

Mr. Taylor asked why the board was getting legal advice from a non-attorney. He said he was not comfortable with that.

Ms. Pereira said a termination for convenience clause may be resorted to only when the parties' expectations undergo a substantial change. She said the case law indicated the termination for convenience should only be done in good faith and not just to escape contractual obligation.

Ms. Pereira said The University School representative indicated the contract was needed so teachers could be hired.

Mr. Weldon suggested legal counsel be consulted about this issue. He said he agreed there might be validity to what Ms. Pereira was saying. If so, the RFP could be proceeded with for the following year.

Mr. Taylor asked if a quorum would be present without him. Mr. Weldon said there would not be a quorum.

Ms. Pereira moved “*to table discussion and approval of the expelled program RFP.*” She said it could be picked up after the next item. The motion was seconded by Mr. Sokolovic and approved by a 4-1 vote. Voting in favor were members Pereira, Sokolovic, Weldon and Allen. Mr. Taylor was in opposition.

The next agenda item was on the College Board quote for SAT School Day.

Dr. Otuwa said the request for high school students to take the SAT test is at the cost of \$37,572. She said the original price was \$57,570, but a discount was provided. She said the students need to take the SAT.

In response to a question, Dr. Otuwa said only the College Board provides the SAT. Mr. Pires said the provision on confidentiality might be because the vendor may have different pricing to different districts. He said he did not believe there was another provider for the test.

Mr. Weldon said the SAT was proprietary to the College Board.

Ms. Pereira said she just wanted to be sure the board was not violating state statute or the city charter requirements regarding bids for services over \$25,000.

In response to a question, Dr. Otuwa said the price will escalate the longer the district waits to pay it. She said the district wanted to lock in the price and be able to tell parents the kids are taking the SATs.

Mr. Taylor said it seems like all this stuff is a mystery at the end of the year and we pay all this administrative money,

and Ms. Pereira has to do their job. He said it was frustrating that people in high-paid positions can't answer the questions.

In response to a question, Dr. Otuwa said there is an additional charge for the essay portion of the test. She said she did not know if that portion was discounted. She said this was Dr. Santacapita's program.

Ms. Pereira said the invoice was created on June 21, so it was not that old, and it expires on October 1. She said it did not seem that it was urgent that it be done tonight.

Dr. Otuwa said she could not answer the question on urgency because it was Dr. Santacapita's project.

Ms. Pereira said the problem was the board policy had changed to cover contracts over \$25,000, so the board would never have seen this before. She said it did not seem urgent.

Ms. Pereira said we need to know if this is a state-approved contractor, which means it does not have to go out to bid. Mr. Weldon said it was a sole source for the SAT.

Mr. Taylor said nobody here we pay can answer that question. He said Mr. Weldon may be absolutely right.

Mr. Taylor made a motion "*to approve.*" The motion was seconded by Mr. Sokolovic.

The motion failed by a 3-2 vote. Voting in opposition were members Allen, Pereira and Taylor. Voting in favor were members Weldon and Sokolovic.

Mr. Taylor left the meeting and there was no longer a quorum at 6:14 p.m.

Respectfully submitted,

John McLeod

*Approved by the board on October 22, 2018.*