

Wednesday, June 27, 2018 [Corrected]

MINUTES OF THE SPECIAL MEETING OF THE
BRIDGEPORT BOARD OF EDUCATION, held June 27,
2018, at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport,
Connecticut

The meeting was called to order at 6:03 p.m.

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

Supt. Aresta Johnson, Ed.D., was present.

The first item was discussion and approval of 2018-19 student accident insurance renewal.

Dr. Johnson said there is a contract every year that covers student-athletes on buses or on the field. She said last year the cost was \$155,000; this year the cost is \$153,000.

Ms Pereira moved *“to approve the 2018-19 student accident insurance renewal.”* The motion was seconded by Ms. Allen and unanimously approved.

The next item was discussion and possible action on the contract with The University School for student individual education programs.

Dr. Johnson said special education students have their PPT at the end of the school year and the district is obligated under IDEA to provide those programs for those students.

The only way the district could opt out of the provider is if that provider closed their doors.

Dr. Johnson said right now there are 32 students who have gone through the PPT process and The University School is listed as the school of choice for 2018-19.

Mr. Weldon said the discussion was not so much about The University School but what would be the agreed-upon rate per student. Ms. Pereira said the contract also protects the board if a teacher were to hurt a student or something of that nature.

Ms. Pereira moved that “*we approve the contract with The University School for students’ individual education program as mandated under the IDEA.*” The motion was seconded by Mr. Sokolovic.

Ms. Pereira said because she was caught off guard she was not prepared with all the research, but the board policy states that because the special education services are mandated by PPTs under federal and state law that only the planning and placement team makes decisions about whether a child is a special education student and what the programmatic needs are they have and which entity is best able to provide that service. She said under IDEA and state law you cannot consider costs.

Ms. Pereira said the only person who can appeal a decision of a PPT is the parent, in which case it would go to arbitration.

Ms. Pereira said the board never changed the language about excluding medical and special services specified in IEPs, so it cannot be put out to bid.

Mr. Taylor said he hadn't heard that from legal counsel, although he respected his colleague. He said if it doesn't go out to bid, why can't somebody else be placed and the parents be given the opportunity. He said this is nothing other than a good old boy, backdoor deal. He said in the context of the e-mails that were sent to trigger this meeting that the chair put on it was racially motivated. He said it was unacceptable behavior and he was very disappointed with Dr. Johnson.

Mr. Taylor said he had never seen anybody in his years of contracting getting prepaid before services are rendered. He said the things that triggered this meeting are the most disturbing. He said the board took a vote 5-4 not to go into contract. He said after Mr. Weldon received e-mails from a certain board member he immediately put it back on the agenda.

Mr. Taylor said for those that talk bad about President Trump, this is a Trump move, but at least he'd give a man the opportunity to bid the job and give it to him regardless of his convictions or the color of his skin. He said he never throws the race card out there, but he is sick and tired for experiencing this in his life.

Mr. Weldon said he had the very same question and he asked Dr. Johnson about it. Any entity that has a program that can do this type of work can submit it to the board to be placed on the list of available programs along with The University School, ACES or any other provider.

Mr. Taylor asked why we have to award a contract now, particularly since The University School said they're going out of business. He said this is another example of inequities

that transpire in Bridgeport. He said you keep doing the same practices and you get the same result, failing our students. He said it's about equity at the table.

Mr. Taylor said it's always backroom business and said that's where he becomes upset with Dr. Johnson because he thought she was the shining star who was going to clean house. He said this is not right.

Ms. Pereira said the policy that we don't go out to bid for special education has existed for decades because it is federally mandated and required. She said this is not about adults; it's what's best for students, which is what the PPT process is all about. She said she would question what has gone on here, that there was collusion out of nowhere to block a contract for somebody who's provided services to the district for over forty years. Mr. Taylor said that was under a corrupt pretense.

Ms. Pereira said you cannot go out to bid for special education services. Mr. Taylor said there was no disagreement with that.

Ms. Pereira said in her nine years on the board she had never received a complaint about The University School.

Ms. Pereira said the contract helps the board. Because cost is not allowed to be a factor when placing a student, the contract protects the board because they are willing to cap their fees at \$25,000, which is unheard of. She said whether we approve this contract or not we cannot divert students through a legally mandated process.

Mr. Taylor said he believed Ms. Pereira is factually correct. He said what is disturbing is why Mr. Muhammed is not an

option on the menu to be selected. He said The University School is being forced down our throats. He said the parents have not had the opportunity to meet Mr. Muhammed or another choice. He said there have to be PPTs anyway if The University School is not an option. He said e-mails about him being convicted had no bearing.

Ms. Pereira said it did have a bearing.

Ms. Pereira made a motion to move the question. The motion was seconded by Mr. Sokolovic.

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

Dr. Johnson said she wanted to clarify that Mr. Muhammed or any other vendor who has a program should bring it to the state and to Bridgeport Public Schools. She said to her knowledge the program had not been brought to her.

Mr. Taylor says this predates Dr. Johnson's tenure; it took place in back rooms many years ago. He said it wasn't brought to light until the special meeting at Geraldine Johnson School when he objected to the \$25,000 cost. He said Mr. Muhammed approached him and said he had better program and he could do it for \$15,000.

Mr. Taylor said you have isolated men of color from the table for far too long and he would tolerate it no further. He said Mr. Muhammed or another vendor should get approved and the 32 people using the program should be given the option.

Mr. Weldon said the contract is about capping the rate paid to The University School. Mr. Taylor said it was the same

contract Mr. Weldon voted against the other night. Mr. Weldon said he did not understand that. Mr. Taylor said after Mr. Weldon gets the e-mails he understands it. Mr. Weldon said Mr. Muhammed is free to make a submission.

Ms. Pereira said it was only a one-year contract. Mr. Taylor said who cares if it's one or ten. Mr. Pereira said if the contract is not approved, the students will go there anyway because of the PPT and they will not have a cap on their costs.

Mr. Taylor said he would not be held hostage, which is Negotiation 101.

The motion was approved by a 4-1 vote. Voting in favor were members Allen, Weldon, Pereira and Sokolovic. Mr., Taylor was in opposition.

The next agenda item was the discussion and possible action on the contract with The University School for expelled student educational services.

Dr. Johnson said the board had the contract offer for the expulsion program. She said she discussed with Mr. Pires and Dr. Otuwa putting together an RFP that could go out for the following year, or if a more aggressive timeline was desired, for this year.

Dr. Johnson said, according to the agreement, the students

stay in the program for two hours a day. She said the University School indicated the hours could be expanded up to four hours, which would be in line with the state requirement for the 2019-20 year, for an additional \$40,000.

Dr. Johnson said right now the contract would be for \$180,000, payable at \$18,000 per month, for two hours a day.

Ms. Pereira said The University School is willing to double the two hours a day ahead of the state law change to four hours and only charge \$40,000 extra. She said that was a reasonable cost.

Dr. Johnson said if the board chooses an aggressive timeline for an RFP it will need to be posted for ten days. She said the expulsion program is very different than the special education program.

Mr. Sokolovic asked, in the worst-case scenario, if the contract is rejected, what is the fastest possible time we could go from RFP to implementation. Dr. Johnson said that would depend on the board's time and availability. Mr. Sokolovic noted the board takes a couple of months on some bids. He said the process should be thought out ahead of time.

Ms. Pereira said she was fine with going to bid, but right now we have nine expelled students who have to have a place on August 28th. She said the doubling of the instruction for \$40,000 is very reasonable.

Mr. Taylor said this had a familiar ring to it again with The University School with another contract that could go to bid,

didn't go to bid, and hasn't been going to bid. He said, why don't we just let The University School run the district.

Dr. Johnson said this option is very different than the first one because of the RFP situation. Mr. Taylor said it wasn't until he started squawking.

Mr. Taylor suggested moving forward with the RFP as soon as possible.

Mr. Weldon asked if an aggressive schedule was pursued in order to make an award at the end of July, was it reasonable for someone be able to commence the work at the start of school. Dr. Johnson said that would be up to the vendor and would be covered in the RFP.

In response to a question, Dr. Johnson said in the past teachers were used to provide homebound instruction for two hours after the school day to expelled students.

Mr. Sokolovic said it was not just a matter of writing an RFP, but it must be brought to the board, revisions made and approved, and then put out for ten days; following which the board would score the bids. He said it is likely impossible for anything to be in place before September 1st.

Mr. Weldon said it was not impossible, but it's certainly ambitious, and with ambition comes risk.

Mr. Taylor said if as much effort went into making this program work with somebody else as went into not making it work, it would be successful. He said this was embarrassing; when it comes to an equitable transaction, where everyone has a reason not to let somebody at the table, the board can streamline the process. He said it can be done if we worked

in this vineyard together.

In response to a question, Tony Pires said he believed the students use bus passes and are not transported by the district.

Mr. Pires said the process depends on how expedient the board wants to be.

Mr. Weldon asked if the board would commit to have another meeting to deal with the matter.

Ms. Pereira said her concern was children, not adults

There was a discussion about a disturbance in the room.

Ms. Pereira said nine students must return back into expulsion the first day of school. She said the agreement was made under Supt. Rabinowitz and has not been a three-year contract. She urged we go out to bid in September and do it right, instead of rushing.

Mr. Sokolovic said, look what happened when we rushed last week; here we are again reconsidering a decision made in haste.

Ms. Pereira asked Mr. Taylor to consider a formal bid in September and awarding a three-year contract.

Mr. Taylor said this had been going on so long. It was like saying I'm going to get sober on the next day and then he would be screwed up again at party on the next day. He said he was sick and tired of being sick and tired. He urged we work together as a team and show some equity and get the bid out.

Mr. Weldon asked if The University School would hold the contract aside when we went through that process or would they abandon it and leave us on our own.

Mr. Taylor said that amounted to collusion and bid-rigging. He said he can't believe he's hearing this.

Mr. Weldon said he was asking the board to weigh the risk.

Mr. Sokolovic said the contract seemed to indicate the vendor may not terminate for convenience, but the city may terminate for convenience upon giving written notice. He said we would award the contract now and go through the RFP process.

Mr. Taylor said he doesn't do business that way; sign a contract and then cancel. He said that could get you killed quick in the street.

Mr. Weldon said by the language of the contract we could sign this to protect ourselves and go out to bid in July to have an award at the end of July.

Mr. Taylor said he doesn't operate like that. Mr. Weldon said that's the only way we could protect ourselves.

Ms. Pereira said nobody is against going out to bid. She said the expulsion aspect of The University School was done during Ms. Rabinowitz's tenure because the home school cost was exorbitant. She noted they're willing to double their teaching rate next year for an additional \$40,000.

Mr. Taylor said they were robbing us and now they want to give us a break. Ms. Pereira said every other program is

triple what they are.

Mr. Taylor said we can get the RFP out, have Ms. Pereira go through the documents because she's good at that, and show people the board can work together.

Mr. Weldon said The University School had some stability because the other contract was approved.

In response to a question, Dr. Johnson said we are prepared to proceed with both options. She said it was up to the board.

Mr. Sokolovic moved to approve the contract with The University School and to go out to bid as soon as feasible.

Mr. Pires said the full RFP could be ready for review by the board by Friday.

Mr. Sokolovic said The University School contract could act as a placeholder or a backstop.

Mr. Sokolovic said he would move to approve the contract. Ms. Pereira suggested adding a caveat that we go out to bid in September for a three-year contract. Mr. Weldon suggested the motion just call for going out to bid without limitations.

Mr. Sokolovic moved *"to approve the contract with The University School for expelled students educational services and to go out to bid as soon as feasible."*

There was a discussion of when the board would go to bid. Mr. Pires said he could provide a full RFP by the end of the week.

Ms. Pereira said we're required under state law to provide students with an education and we're just trying to make sure they have a place to go guaranteed. Mr. Taylor said it always happens to be The University School. He said that name keeps popping with no-bid contracts. Ms. Pereira said you can't bid special education.

Ms. Pereira seconded the motion.

Mr. Weldon restated the motion. He said the motion included an understanding that the business manager will have an RFP to us to review by the end of this week and that we commit to doing so by the following Monday.

Mr. Weldon said when we get together the board could approve the final version from our markups. Mr. Taylor asked for a solid date that it would hit the street to bid.

Mr. Weldon said he would clean this up and moved a motion *"to contract with The University School for expelled students' educational services and to issue an RFP by no later than July 10th, 2018."* The motion was seconded by Ms. Pereira. The motion was unanimously approved.

Mr. Pires clarified that the RFP would be issued for ten days. Mr. Pires said the board would get bids back on the 24th.

Ms. Allen moved the meeting be adjourned. The motion was seconded by Mr. Taylor and unanimously approved.

The meeting was adjourned at 6:47 p.m.

Respectfully submitted,

John McLeod

Approved by the board on October 22, 2018.