

**PARK RIDGE BOARD OF EDUCATION**

**SPECIAL MEETING MINUTES**

Date: June 2, 2020

Public Started: 7:00 P.M.

Public Ended: 9:18 P.M.

Board Office Conference Room

*TELECONFERENCE*

**I. Roll Call**

N. Triano	D. Bradler	B. von Bradsky	R. Sileo	A. Wagner	J. Pierotti	F. Church
Y	Y	Y	Y	Y	Y	Y

Also Present:

R. Gamper	R. Wright	M. Gross
Y	Y	Y

**II. Pledge of Allegiance** *was led by Board President, Frank Church.*

**III. Open Public Meetings Statement** *was read by Board President, Frank Church.*

This is to advise the general public and to instruct that it be recorded in the minutes that in compliance with Chapter 231 of the Public Laws of 1975, entitled the "Open Public Meetings Act," the Park Ridge Board of Education on May 29, 2020 caused to be posted at the Office of the Board of Education located at 85 Pascack Road, Park Ridge, New Jersey and on May 29, 2020 sent to The Record, 1 Garret Mountain Plaza, P.O. Box 471, Woodland Park, NJ 07424-0471 and The Ridgewood News, 41 Oak Street, Ridgewood, NJ 07450-3805 and on May 29, 2020 delivered to the Office of the Municipal Clerk of Park Ridge and the Park Ridge Public Library a meeting notice setting forth the time, date and location of this meeting.

**IV. BUILDINGS & GROUNDS RESOLUTIONS**

BG1. WHEREAS, the Park Ridge Board of Education received bids on Wednesday, May 20<sup>th</sup> at 2:00 pm for the project Site Improvements at East Brook Elementary School and;

WHEREAS, there were three bidders who submitted bids as follows:

Bidder	Bid Amount
Alimi Brothers	\$126,000
Zenith Construction Services Inc.	\$193,000
K&D Contractors	\$473,500

AND WHEREAS, Alimi Builders was found to be the lowest, responsible bidder

NOW THEREFORE BE IT RESOLVED that the Park Ridge Board of Education award the project Site Improvements at East Brook Elementary to Alimi Brothers at a contract price of \$126,000.

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BG2. WHEREAS, the Park Ridge Board of Education received bids on Wednesday, May 27<sup>th</sup> at 2:00 pm for the project Restroom Renovations at Park Ridge High School and;

WHEREAS, there were 14 bidders who submitted bids as follows:

Bidder	Bid Amount
Northeastern Interior Services LLC	\$348,500
Catcord Construction	\$367,300
Samuel S. Graham Construction Inc.	\$389,000
GL Group	\$415,000
FCI Group t/a FalaK Construction Inc.	\$421,000
Riefolo Construction	\$422,000
LaRocca Inc.	\$431,500
Salazar & Associates	\$435,000
B&B Contracting Group LLC	\$435,537
K&D Contractors	\$436,800
B. Puntasecca Contractors Inc.	\$444,000
Aero Plumbing & Heating	\$447,197
Premier Building and Construction Mgmt. Inc.	\$457,715
Delta Interior Construction Inc.	\$490,500

AND WHEREAS, Northeastern Interior Services LLC was found to be the lowest, responsible bidder

**SM 060220**

NOW THEREFORE BE IT RESOLVED that the Park Ridge Board of Education awards the project Restroom Renovations at Park Ridge High School to Northeastern Interior Services LLC, at a contract price of \$348,500.

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BG3. WHEREAS, the Park Ridge Board of Education is desirous of awarding contracts for the project East Brook Trailer Replacement and

WHEREAS, the district's Long Range Facility Plan was amended to include this project and approved by the State and

WHEREAS, the funds for this project are to come completely from the district's Capital Reserve Fund,

NOW THEREFORE BE IT RESOLVED that the Park Ridge Board of Education approves the withdrawal of Capital Reserve funds in amount of \$490,400 and allocated to the 2019-20 Budget as follows:

12-000-400-450-000-06-47	Construction Services	\$490,400
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BG4. WHEREAS, the Park Ridge Board of Education is desirous of awarding contracts for the project Restroom Renovations at Park Ridge High School and

WHEREAS, the district's Long Range Facility Plan was amended to include this project and approved by the State and

WHEREAS, the funds for this project are to come completely from the district's Capital Reserve Fund,

NOW THEREFORE BE IT RESOLVED that the Park Ridge Board of Education approves the withdrawal of Capital Reserve funds in amount of \$348,500 and allocated to the 2019-20 Budget as follows:

12-000-400-450-000-06-47	Construction Services	\$348,500
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**SM 060220**

BG5. WHEREAS, the Park Ridge Board of Education is desirous of awarding contracts for the project Room 106 Renovations at Park Ridge High School and

WHEREAS, the district’s Long Range Facility Plan was amended to include this project and approved by the State and

WHEREAS, the funds for this project are to come completely from the district’s Capital Reserve Fund,

NOW THEREFORE BE IT RESOLVED that the Park Ridge Board of Education approves the withdrawal of Capital Reserve funds in amount of \$190,100 and allocated to the 2019-20 Budget as follows:

12-000-400-450-000-06-47	Construction Services	\$190,100
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BG6. WHEREAS, the Park Ridge Board of Education is desirous of awarding contracts for the upgrade of its paging system in each of the three district school buildings and

WHEREAS, the district is desirous of using funds that it has set aside in its Maintenance Reserve to pay for such projects,

NOW THEREFORE BE IT RESOLVED that the Park Ridge Board of Education approves the withdrawal of \$270,020 from the Maintenance Reserve funds in amount and allocated to the 2019-20 Budget as follows:

11-000-261-420-000-01-34	HS Contracted Services	\$158,375
11-000-261-420-000-02-34	EB Contracted Services	\$ 67,055
11-000-261-420-000-03-34	WR Contracted Services	\$ 44,590

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**V. Hearing of Citizens**

*Stacy Dellavolpe spoke about the 8<sup>th</sup> Grade Washington D.C. trip. Parents received an email from the travel Company (CTA). She felt that the terms, and the way the terms were presented, created a worse situation than before. She felt CTA was not working with parents. She asked if the Board had “approved” this response since the letter seemed to indicate they had.*

*Dr. Gamper responded that the approval, which was alluded to in the letter, had to do with allowing students who paid for the trip this year to attend next year.*

## SM 060220

*Mr. Gross, the Board Attorney, indicated that a lot of time and effort has been put into this. He also felt that a lot of progress had been made from where we started.*

*Originally, no one was getting any money back who did not take out the supplemental insurance. Now, those people would be getting ½ back. CTA is making these arrangements with Park Ridge as a result of “back and forth” communication. The options available are, refunds to insured families, partial refunds to non-insured families, and an option for the district to include 9<sup>th</sup> grade students on the next 8<sup>th</sup> grade trip.*

*Several parents brought up the fact that parents in other districts with similar circumstances were given full refunds or full credit. The letter would seem to indicate that the credit would only be to the extent of the refund. Other parents expressed concern about using this company for anything in the future. Still other parents questioned the timeline. Waiting for two years to receive their money seemed too long. Parents did not want to be indebted to this company for that long and feared they would renege on their agreement if the district ceased doing business with them.*

*Mr. Gross stated that the district is trying to achieve the best resolution in the quickest time. The alternative is to pursue litigation. The issues raised are concerning. He warned that if the district sues, there is no guarantee they would win. He felt it was important to consider the cost/benefit of any action. He reiterated that at this time, the Board has not authorized a lawsuit to be filed.*

*Ms. Hill felt that it would not be fair for the Board to decide what was best without consulting the parents.*

*Mr. Church stated that it was his understanding that three options were given to parents. Of the families who signed up for the trip, 56 purchased insurance, 33 did not. The 56 families would get a full refund. The other option would be to allow students to go on the trip on a subsequent date. The Board asked Dr. Gamper to see if he could get a spring date and he was able to do so. Another option was for families who did not take the insurance to receive a 50% refund.*

*Dr. Gamper clarified that parents could use all of the money they paid, towards the 2021 trip.*

*Some parents disputed this, pointing out that the letter received from CTA stated, “All or Part of refund value”.*

*Mr. Gross read an email, which he felt, clarified that statement. In the email from CTA, it read “all funds can be utilized”. He also pointed out that the Board had not signed off on this agreement, nor did they have an agreement of any type with CTA.*

*Ms. DellaVolpe read an excerpt from the CTA letter, in which there was a statement that allows them to “abandon the plan at any time”. She questioned whether or not the company would follow through on their commitment, and whether the district should be using this company moving forward.*

## SM 060220

*Mr. Gross stated that there were no guarantees. The original agreement did not include refunds to families who did not take the insurance.*

*Several parents expressed the dissatisfaction with the agreement as provided by CTA.*

*Mr. Church commented that after the first meeting, the Board asked the attorney to get involved. After reading the original agreement, it was determined that CTA had no legal obligation to refund money to uninsured parents. The District does not have a contract with CTA. Parents contact directly with them. As a result of the Board intervention, the best options presented were to get a partial refund and/or reschedule the trip. He felt the Board's hands were tied. While the district may not want to use them again, not doing so could make things worse.*

*Mr. Gross pointed out that there were currently 33 families who would be out \$300 if a refund deal was taken.*

*Joe, a parent, stated that he did not buy the insurance. Even those parents who did, still have to wait for their money. Asked if the company is supposed to keep this money in a fund.*

*Mr. Church responded that the Board would not be able to answer that question.*

*Joe then asked the Board for representation. Even if it is expensive or time consuming, so what? The likely outcome is a settlement. He felt it could not be much worse. If we do not use them in the future, they can change their agreement. He felt the company is just drawing this out. If we sue, at least the settlement is binding. He felt we would be fighting for what is right. Even if the district is unsuccessful, he could accept that.*

*Mr. Church pointed out that the process could take a while, and the end result could be that no one would get anything.*

*Another parent commented that the risk involved was not immaterial. A lot of money was paid by parents for this trip.*

*Ms. Wagner asked if parents who purchased the insurance are getting what they were originally supposed to with this agreement.*

*Mr. Gross responded that what was offered is not insurance. It is more like an additional fee paid to the company to give them (families) assurances that if they cancel, they would receive a refund. This current understanding is not binding. No one has signed a release or agreement.*

*Several parents then brought up the issue of not receiving payment from the company. They felt that with litigation they would at least be in line for something. Mr. Gross pointed out that if they do not receive payment, they could seek a remedy in the court system.*

## SM 060220

*A parent asked if Camp Bernie money was refunded. Dr. Gamper responded that it was. The district was able to cancel in time and get full refunds.*

*Another parent commented that when the DECA trip was cancelled, she received all of her money back.*

*Dr. Gamper stated that he would need to speak to Mr. Lederman to find out more information on the DECA trip.*

*A parent asked if the money collected this year could be used for the subsequent year trip, and the money for that trip paid back to the parents of this year. Dr. Gamper responded that such an option was not discussed with CTA.*

*Ms. Wagner asked if the district had a contract with CTA for next year.*

*Dr. Gamper responded that they did not. The process would start in October.*

*Ms. Wagner expressed reservations about using the company again.*

*Dr. Gamper commented that the only option would be to accept the refund.*

*Mr. Bradler asked if the 8<sup>th</sup> grade goes next year, can their money be put into a pool and have parents paid from there?*

*Mr. Gross stated that anything was possible.*

*Ms. DellaVolpe pointed out that the company cancelled the trip. Parents did not.*

*Mr. Church commented that under the terms of conditions now, if a trip is cancelled due to the pandemic, then no refund is required. Some parents have reported that the word "pandemic" was added after the original contract was issued. A discussion then ensued on the original contract wording. Mr. Gross stated that he had reviewed all contracts provided, but did not know if they were the originals or not. A parent stated that the contract they had just listed the itinerary and details of the trip.*

*Mr. Gross commented that if litigation was going to be pursued, then these conversations should be taking place in private session.*

*A parent commented that the insurance or cancellation waiver was \$49. At the October 3<sup>rd</sup> meeting, it was presented to parents as insurance and not a waiver by a representative of CTA. His daughter went on the trip when she was in 8<sup>th</sup> grade. There was an issue, which they let go. He has concerns about using this company going forward. Feels it is disgraceful to wait 2 years for their money. How do we know if they will still be in existence in 2 years? He begged the Board to rethink using this company moving forward.*

*Mrs. Demar commented that some families paid for more than one child. She will have to wait for years to get \$1,200.*

**SM 060220**

*Ms. Montgomery asked if there was anyway parents could give input on a new company. She also said that she never received an email from CTA.*

*Dr. Gamper stated that he could email the CTA document to parents tomorrow.*

*Mr. Church felt that while the situation was not ideal, he supported this outcome as the best alternative.*

*Ms. Montgomery did not feel that the company could be trusted with their children and felt the Board should take legal action.*

*Joe said he felt bad for people who purchased the insurance. During their meetings, CTA never spoke about refunds taking over 2 years. There are strict insurance laws in NJ. He recommend that we not use this company going forward and move forward with legal action. He appreciates everything the Board has done so far.*

*The Board then voted to go into Executive Session at 8:23 p.m.*

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*The Board returned to Public at 9:15 p.m.*

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*Mr. Gross made a statement. The Board discussed the CTA contract. They will continue to look into all options. In addition, the administration will be providing a survey to determine the opinions and feelings from parents on the situation. The surveys will go out in a few days. After reviewing the results, the Board will have a response to the community.*

**VIII. Adjournment 9:18 P.M.**

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Robert Wright  
Business Administrator/Board Secretary