



Fountain Valley School District

BOARD OF TRUSTEES
SPECIAL MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

March 24, 2016

- CALL TO ORDER: 3:00PM
- ROLL CALL
- APPROVAL OF AGENDA

- PLEDGE OF ALLEGIANCE

M ___
2nd ___
V ___

BOARD WORKSHOPS

1. COMMUNITY OUTREACH REGARDING FACILITIES MASTER PLAN WORKSHOP

Assistant Superintendent, Business Services, Christine Fullerton will be joined by Keith Weaver, Government Financial Strategies, Inc., to review and discuss strategies for engaging the community in the outcome of the Facilities Master Plan.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

*** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

LEGISLATIVE SESSION

2. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

2nd ___
V ___

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Consent Items

2-A. APPROVAL OF THE 2016 SPECIAL EDUCATION EXTENDED SCHOOL YEAR PROGRAM AND AUGUST PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees approves the Extended School Year Program at Plavan Elementary School and August Program at Newland Elementary School.

2-B. APPROVAL OF CONSULTING SERVICES AGREEMENT WITH TOTAL COMPENSATION SYSTEMS, INC., FOR RETIREE HEALTH ACTUARIAL STUDY

Superintendent's Comments: It is recommended that the Board of Trustees approves the consulting services agreement and authorizes the Superintendent or designee to sign all required documents.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

• PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

• CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*

Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Legal Counsel—Anticipated Litigation: *Government Code Section 54956.9*
Significant exposure to litigation pursuant to paragraphs (d)(2) and (e)(3) of Government Code Section 54956.9: 1 case
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, April 14, 2016 at 7:00pm**

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's office: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.

Board meeting of March 24, 2016



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **COMMUNITY OUREACH REGARDING FACILITIES MASTER
PLAN WORKSHOP**
DATE: March 22, 2016

Background:

Assistant Superintendent of Business Services, Christine Fullerton, will be joined by Keith Weaver, from Government Financial Strategies Inc., to review and discuss strategies for engaging the community in the outcome of the Facilities Master Plan.



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **APPROVAL OF THE 2016 SPECIAL EDUCATION EXTENDED SCHOOL YEAR PROGRAM AND AUGUST PROGRAM**
DATE: March 22, 2016

BACKGROUND

The Extended School Year provides students eligible for special education services with educational services for the following reason:

- A child suffers an inordinate or disproportionate degree of regression during the portion of the year in which the customary 180 day school year is not session; and
- It takes an inordinate or unacceptable length of time for a child to recoup those lost skills (academic, emotional, or behavioral) upon returning to school

The following is the 2016 Fountain Valley School District Extended School Year plan:

| | |
|--|--|
| June 23 rd (Thursday) | Last day of 2015-2016 School Year for students |
| June 24 th (Friday) | Preparation day for Special Education Extended School Year teachers and voluntary staff meeting (non-paid teacher planning day) |
| June 27 th -July 22 nd | Extended School Year Program for Special Education students to be held at Plavan Elementary School. <u>Monday July 4th will be a student holiday.</u> Staffing of Credentialed and Classified Employees for classes taught from Preschool to Grade 7. Additional Support Staff: Speech and Language Pathologists (2) APE Specialist |

School Psychologist
District Nurse

August 8th-18th

August Program- Monday through Thursday
DTT skills for a small group of students (4
days per week for a total of 8 days). Held
at Newland Elementary School.

FISCAL IMPACT

The Fiscal Impact is roughly \$25,000.00.

RECOMMENDATION

The Board of Trustees approves the Extended School Year Program at Plavan
Elementary School and August Program at Newland Elementary School.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Consulting Services Agreement with Total Compensation Systems, Inc. for Retiree Health Benefits Actuarial Study**
DATE: March 18, 2016

Background:

The District is required to obtain an actuarial valuation every two years for post-employment benefits other than pensions (GASB 45). This study measures the costs of post-employment benefits other than pensions, including retiree health benefits. The District has contracted with Total Compensation Systems, Inc. since 2007 to comply with this reporting requirement.

Fiscal Impact:

The fees associated with this report are estimated at \$5,800.

Recommendation:

It is recommended that the Board of Trustees approve the consulting services agreement and authorize the Superintendent or designee to sign all required documents.

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 22nd day of February, 2016 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Fountain Valley Elementary School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2016, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
FOUNTAIN VALLEY ELEMENTARY SCHOOL
DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: 02/22/2016

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between three employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report a total of \$5,800. One-half, or \$2,900 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$2,900 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.