



Fountain Valley School District

BOARD OF TRUSTEES
SPECIAL MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

October 25, 2018

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
 2nd _____
 V _____

BOARD WORKSHOPS

1. ELEMENTARY MATH/COGNITIVELY GUIDED INSTRUCTION (CGI) AND MIDDLE SCHOOL MATH IN THE FOUNTAIN VALLEY SCHOOL DISTRICT

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin and Teachers on Special Assignment, Joanna Burch, Kimberly Costigan and Kim Nguyen, will update the Board of Trustees on elementary math/Cognitively Guided Instruction (CGI) and middle school math in the Fountain Valley School District, including past and current professional development for teachers.

2. SCIENCE AND MUSIC ROOMS AT MIDDLE SCHOOLS

Assistant Superintendent, Business Services, Chris Fullerton, will review plans for dedicated science and music rooms at our middle schools, as a part of our Measure O projects, with the Board of Trustees.

- PLEDGE OF ALLEGIANCE

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

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.

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

3. SELECTION OF COMMITTEE MEMBER(S) TO DISTRICT'S SAFE SCHOOLS TASK FORCE

M ___
2nd ___
V ___

The Fountain Valley School District is forming a Safe Schools Task Force for the purpose of studying school safety in our District. The Task Force is made up of members of the business and parent community, certificated and classified staff and administration. The District would like a representative(s) from the Board of Trustees to join the Task Force as well.

Superintendent's Recommendation: It is recommended that the Board of Trustees discusses and reaches consensus on representation on the Fountain Valley School District's Safe Schools Task Force.

4. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___
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

4-A. AGREEMENT WITH REVENUE ENHANCEMENT GROUP, INC. FOR ASSESSMENT REFUND SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves Agreement 9705HA with Revenue Enhancement Group, Inc., for the period of one year, beginning October 26, 2018 and ending October 25, 2019, and authorizes the Superintendent or designee to sign all documents.

4-B. APPROVAL OF HALF DAY CONSULTING AGREEMENT BETWEEN VALERIE HENRY, FACTSWISE AUTHOR AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE MATH PROFESSIONAL DEVELOPMENT FOR TK-5 TEACHERS ON NOVEMBER 9 STAFF DEVELOPMENT DAY

Superintendent's Comments: It is recommended that the Board of Trustees approves the half day agreement between Valerie Henry, FactsWise and Fountain Valley School District on November 9, 2018.

4-C. CONTRACT FOR DIFFERENTIATED CURRICULUM AND INSTRUCTION PROFESSIONAL DEVELOPMENT SERVICES AT MASUDA MIDDLE SCHOOL PROVIDED BY KIMBERLY DODDS KERAN

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract for professional development services with Kimberly Dodds Keran.

4-D. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-C ADDENDUM

Superintendent's Comments: It is recommended that the Board of Trustees approves the addendum to settlement agreement 2019-C.

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*

- 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 Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, November 8, 2018 at 6:30pm.

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 calling 714.843.3255 during normal business hours.

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 at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.

Board meeting of October 25, 2018



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Elementary Math/Cognitively Guided Instruction (CGI) and Middle School Math in the Fountain Valley School District**
DATE: October 12, 2018

Background:

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin and Teachers on Special Assignment, Joanna Burch, Kimberly Costigan and Kim Nguyen will update the Board of Trustees on elementary math/Cognitively Guided Instruction (CGI) and middle school math in the Fountain Valley School District, including past and current professional development for teachers.

Board Meeting of October 25, 2018



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: SCIENCE AND MUSIC ROOMS AT MIDDLE SCHOOLS
DATE: October 12, 2018

Background:

Assistant Superintendent, Business Services, Chris Fullerton, will review plans for dedicated science and music rooms at our middle schools, as a part of our Measure O projects, with the Board of Trustees.



SO: 2018-19/B19-12
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **SELECTION OF COMMITTEE MEMBER(S) TO DISTRICT'S
SAFE SCHOOLS TASK FORCE**
DATE: October 23, 2018

Background:

The Fountain Valley School District is forming a Safe Schools Task Force for the purpose of studying school safety in our District. The Task Force is made up of members of the business and parent community, certificated and classified staff and administration. The District would like a representative(s) from the Board of Trustees to join the Task Force as well.

Recommendation:

It is recommended that the Board of Trustees discusses and reaches consensus on representation on the Fountain Valley School District's Safe Schools Task Force.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Agreement with Revenue Enhancement Group, Inc. for Assessment Refund Services**
DATE: October 16, 2018

Background:

The District has worked with the Revenue Enhancement Group since 2012 to obtain refunds on direct assessment charges for municipal services, allowing the District to lower operating costs. Revenue Enhancement Group reviews and validates direct assessment charges on the District's property tax bill in areas such as sewer, street lighting, sanitation and mosquito abatement and acts on the District's behalf, as necessary, to recover overpayments.

The term of this agreement is from October 26, 2018 to October 25, 2019. This is a contingency fee agreement where the District will pay Revenue Enhancement Group 30% of any savings, refunds or credits recovered.

Recommendation:

It is recommended that the Board of Trustees approves Agreement 9705HA with Revenue Enhancement Group, Inc., for the period of one year, beginning October 26, 2018 and ending October 25, 2019, and authorizes the Superintendent or designee to sign all documents.

**Revenue Enhancement Group
AGREEMENT FOR ASSESSMENT REFUND SERVICES**

Client: Fountain Valley School District

Agreement #: 9705HA

1. AUTHORIZATION

A. Examination of Records. Fountain Valley School District ("Client") hereby authorizes Revenue Enhancement Group, Inc. ("REG") to examine the direct assessment charges (also known as special assessments, benefit assessments, or non ad valorem charges, hereinafter "charges") appearing on the property tax bills for any and all parcels within California.

B. Obtaining Savings, Refunds and Credits. Client hereby authorizes REG to obtain savings, refunds, and credits for any of the above charges on any and all of Client's parcels in California as far back as the statute allows. These services described generally as "assessment refund services".

- "Savings" means an adjustment or correction resulting in a reduced charge.
- "Refunds" means a payment from a taxing entity to Client, resulting from an overpayment of a charge.
- "Credits" means an offset granted by a taxing entity against any other past, current or future charge, in lieu of a direct refund.

2. CONTINGENCY FEES

A. Calculation. This is a contingency fee agreement. Client agrees to pay REG a contingency fee equal to thirty percent (30%) of any savings, refunds, or credits, subject to the time limitations below. All savings, refunds or credits shall be determined on a per-parcel basis. If REG does not obtain any savings, refunds, or credits, then Client shall not pay for services rendered by REG.

B. Payment. Client agrees to pay said contingency fee: 1) within 30 days of receipt of a refund payment, and/or 2) within 30 days of notice of a credit, and/or 3) within 30 days of receipt of a tax bill reflecting a savings. After 30 days, Client shall be in default, and the late payment shall be assessed a penalty of ten percent (10%) per annum.

3. TERM OF AGREEMENT

The term of the agreement is twelve months from the date this agreement is signed and dated by Client.

4. SHARED INFORMATION

A. Non-compete Clause. Client agrees not to compete with REG, with respect to its own parcels or any other properties, during the period described in Paragraph 3. Client agrees that REG shall be the exclusive provider of assessment refund services during this period, and any refunds, credits and savings obtained by or for Client shall be subject to this agreement.

B. Necessary Documentation. Client agrees to provide REG with any and all necessary letters of authorization, and any and all supporting documentation which it can reasonably produce to enable REG to obtain savings, refunds or credits on behalf of Client, within a reasonable time as required to submit claims within the applicable statutory periods. In the event that Client fails or refuses to provide said letters and documentation, Client agrees to pay REG damages in an amount equal to the contingency fee otherwise due if REG had obtained savings, refunds or credits on behalf of Client.

5. MISCELLANEOUS PROVISIONS

A. No Guarantees. REG makes no guarantees regarding the likelihood of obtaining a savings, refund or credit. REG does not guarantee that it can identify all potential savings, refund, or credit opportunities. REG is not a law firm, and does not represent Client in a legal capacity.

B. Legal Fees and Applicable Law. In the event that either party must seek legal counsel to enforce any provision contained herein, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees, costs, and any and all miscellaneous expenses incurred in connection therewith. The laws of the State of California shall govern the construction and interpretation of this entire agreement.

C. Severability. If any provision of this agreement, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this agreement to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this agreement are severable.

D. Hold Harmless Agreement. Client agrees to indemnify, release and hold harmless REG from any claims arising from any inaccurate information or documentation that Client provides to REG.

In witness hereof, Client and REG have executed this agreement on the dates listed below.

Revenue Enhancement Group, Inc.

Fountain Valley School District

/s/ Robert Lockhart

/s/ _____

Robert Lockhart
Chief Executive Officer

By: _____

Title: _____

Date: 7/18/2018

Date: _____



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF HALF DAY CONSULTING AGREEMENT BETWEEN VALERIE HENRY, FACTSWISE AUTHOR AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE MATH PROFESSIONAL DEVELOPMENT FOR TK-5 TEACHERS ON NOVEMBER 9 STAFF DEVELOPMENT DAY**
DATE: October 12, 2018

Background:

Valerie Henry, FactsWise author, has been a math educator since 1986, has worked as a lecturer at UC Irvine since 2002, and has provided math professional development for K-12 teachers throughout her career. Since 2006, Valerie has used FactsWise to investigate more effective strategies for teaching basic math facts fluency and helping teachers make the shift from testing facts fluency without actually teaching it, to truly teaching students through engaging learning experiences.

Elementary school sites will have a half day of professional development at Plavan School on November 9. Each 1 ½ hour breakout session will be an introductory session for either primary or upper elementary teachers including some of the following learning goals:

- Basic facts fluency
- Whole-class mini-lessons
- The power of formative assessment of facts fluency

Fiscal Impact:

The half day professional development, which includes two breakout sessions, totals \$1,600. All expenses associated with the FactsWise professional development half day training at Plavan School will be covered by funds from Educational Services' CGI Math budget.

Recommendation:

It is recommended that the Board of Trustees approves the half day agreement between Valerie Henry, FactsWise and Fountain Valley School District on November 9, 2018.

Professional Development Proposal

Valerie Henry, Ed.D.

factswise.math@gmail.com

949-400-4348

Half-Day Scenario – 2 breakout sessions @ \$1600

Full-Day Scenario – 3 breakout sessions @ \$2400

Each 1 ½ hour session will be an introductory session for either primary or upper elementary teachers with the following learning goals:

Teachers will:

- Understand the three aspects of basic facts fluency
- Be able to identify students in different phases of the basic facts fluency learning trajectory
- Develop awareness of six research-based principles for teaching and learning basic facts fluency
- Be able to implement several whole-class mini-lessons that follow these principles and are easily implemented in the classroom
- Be able to make connections to their current CGI instructional strategies and identify ways in which they could build systematic and intentional facts fluency learning experiences into their current approach to math teaching and learning
- Develop awareness of the power of formative assessment of facts fluency and will know three key reasons why the national community of math educators disrecommend timed tests

**CGI ~ Professional Development Day
Fountain Valley School District
November 9, 2018**

<u>Half Day Scenario:</u>	8:00 – 8:30	Breakfast
	8:30 – 9:00	Opening and Transition
	9:00 – 10:30	First Breakout Session
	10:30 – 10:40	Transition
	10:40 – 12:10	Second Breakout Session

<u>Full Day Scenario:</u>	8:00 – 8:30	Breakfast
	8:30 – 9:00	Opening and Transition
	9:00 – 10:30	First Breakout Session
	10:30 – 10:40	Transition
	10:40 – 12:10	Second Breakout Session
	12:10 – 1:00	Lunch (Food Truck)
	1:00 – 2:30	Third Breakout Session

CONSULTING AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 9th DAY OF November, 2018 BETWEEN Valerie Henry, FactsWise, HEREINAFTER REFERRED TO AS "CONSULTANT" AND THE FOUNTAIN VALLEY SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS "DISTRICT".

WHEREAS, THE DISTRICT IS IN NEED OF SPECIAL SERVICES AND ADVICE IN FINANCIAL, ECONOMIC, ACCOUNTING, ENGINEERING OR ADMINISTRATIVE MATTERS; AND

WHEREAS, SUCH SERVICES AND ADVICE ARE NOT AVAILABLE AT NO COST FROM PUBLIC AGENCIES; AND

WHEREAS, CONSULTANT IS SPECIALLY TRAINED, EXPERIENCE AND COMPETENT TO PROVIDE THE SPECIAL SERVICES AND ADVICE REQUIRED; AND

WHEREAS, SUCH SERVICES ARE NEEDED ON A LIMITED BASIS:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Valerie Henry will provide a half day of FactsWise professional development at Plavan School on November 9, 2018, which includes two breakout sessions. Some of the following learning goals to be covered include: basic facts fluency, whole-class mini-lessons and the power of formative assessment of facts fluency.

2. THE CONSULTANT WILL COMMENCE PROVIDING SERVICES UNDER THIS AGREEMENT ON November 9, 2018 AND WILL DILIGENTLY PERFORM AS REQUIRED AND COMPLETE PERFORMANCE BY November 9, 2018. THE CONSULTANT WILL PERFORM SAID SERVICES AS AN INDEPENDENT CALLING AND NOT AS AN EMPLOYEE OF THE DISTRICT. CONSULTANT SHALL BE UNDER THE CONTROL OF THE DISTRICT AS TO THE RESULT TO BE ACCOMPLISHED AND NOT AS TO THE MEANS OR MANNER BY WHICH SUCH RESULT IS TO BE ACCOMPLISHED.

3. THE DISTRICT WILL PREPARE AND FURNISH TO THE CONSULTANT UPON REQUEST SUCH INFORMATION AS IS REASONABLY NECESSARY TO THE PERFORMANCE OF THE CONSULTANT TO THIS AGREEMENT.

4. THE DISTRICT SHALL PAY THE CONSULTANT \$1,600.00 PER DAY FOR 1/2 DAY, FOR A TOTAL CONTRACT PRICE OF One Thousand Six Hundred and No/100 (\$1,600.00) FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

5. THE DISTRICT MAY AT ANY TIME FOR ANY REASON TERMINATE THIS AGREEMENT AND COMPENSATE CONSULTANT ONLY FOR SERVICES RENDERED TO THE DATE OF TERMINATION. WRITTEN NOTICE BY THE DISTRICT SUPERINTENDENT SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF SERVICES BY CONSULTANT. THE NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED OR NO LATER THAN THREE (3) DAYS AFTER THE DAY OF MAILING, WHICHEVER IS SOONER.

6. CONSULTANT AGREES TO AND SHALL HOLD HARMLESS AND INDEMNIFY THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE AND EVERY LIABILITY OR LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF: (A) LIABILITY FOR DAMAGES FOR DEATH OR BODILY INJURY TO PERSON, INJURY TO PROPERTY, OR ANY OTHER LOSS, DAMAGE OR EXPENSE SUSTAINED BY THE CONSULTANT OR ANY PERSON, FIRM OR CORPORATION EMPLOYED BY THE CONSULTANT UPON OR IN CONNECTION WITH THE SERVICES CALLED FOR IN THIS AGREEMENT EXCEPT FOR LIABILITY FOR DAMAGES REFERRED TO ABOVE WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS; (B) ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSONS, FIRM OR CORPORATION, INCLUDING THE DISTRICT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF SCHOOL DISTRICT PROPERTY, EXCEPT FOR LIABILITY FOR DAMAGES WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS. THE CONSULTANT, AT CONSULTANT'S EXPENSE, COST AND RISK, SHALL DEFEND ANY AND ALL ACTIONS, SUITS OR OTHER PROCEEDING THAT MAY BE BROUGHT OR INSTITUTED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES ON ANY SUCH CLAIM, DEMAND OR LIABILITY AND SHALL PAY OR SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

7. THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

8. CONSULTANT SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES INCLUDING WORKER'S COMPENSATION.

9. CONSULTANT, IF AN EMPLOYEE OF ANOTHER PUBLIC AGENCY, CERTIFIES THAT CONSULTANT WILL NOT RECEIVE SALARY OR REMUNERATION, OTHER THAN VACATION PAY, AS AN EMPLOYEE OF ANOTHER PUBLIC AGENCY FOR THE ACTUAL TIME IN WHICH SERVICES ARE ACTUALLY BEING PERFORMED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

(MUST BE SIGNED PRIOR TO DISTRICT SIGNATURE)
CONSULTANT:

(CONSULTANT SIGNATURE)

(ADDRESS)

(CITY, STATE, ZIP CODE)

(DATE)

(BOARD APPROVAL REQUIRED PRIOR TO SIGNATURE)

FOUNTAIN VALLEY SCHOOL DISTRICT:

BY _____
DIRECTOR, BUSINESS SERVICES

(DATE)

October 25, 2018

(DATE OF BOARD APPROVAL)

DISTRIBUTION: Forward three (3) copies of contract (signed by Consultant) to Business Services for signature. Only one (1) copy of fully executed contract will be returned to Consultant.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **CONTRACT FOR DIFFERENTIATED CURRICULUM AND INSTRUCTION PROFESSIONAL DEVELOPMENT SERVICES AT MASUDA MIDDLE SCHOOL PROVIDED BY KIMBERLY DODDS KERAN**
DATE: October 23, 2018

Background:

Day one of professional development at Masuda Middle School will introduce the staff to the iconic prompts of Depth and Complexity. Grade level curriculum will be used as the foundation for applying the prompts and all staff will participate in simulation lessons that allow a theory to practice connection. Teachers will be provided time to design at least one lesson to take back to their classroom that will allow them to use their grade level curriculum/standards to introduce the prompts to their students.

Day two of professional development will begin with Masuda teachers sharing their experiences of introducing the prompts in their classroom. The focus of the day will be designing parallel tasks that allow students to explore content at their readiness level. Teachers will be provided time to design a lesson which fosters parallel tasks or iconic sets or intersections to maximize student learning.

Trainings will take place on the staff development days of November 9, 2018, and February 8, 2019 at Masuda Middle School with professional development services provided by Kimberly Dodds Keran, an expert in the field of Differentiated Curriculum and Instruction.

Fiscal Impact:

The cost for Ms. Dodds Keran, as noted in the attached Consulting Agreement, is \$2,000 per day, for a total of \$4,000 for two days of professional development. All expenses associated with the trainings will be covered with funds from Masuda Middle School to provide ongoing teacher professional development.

Recommendation:

It is recommended that the Board of Trustees approves the contract for professional development services with Kimberly Dodds Keran.

CONSULTING AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 9th DAY OF November, 2018 BETWEEN Kim Dodds Keran, HEREINAFTER REFERRED TO AS "CONSULTANT" AND THE FOUNTAIN VALLEY SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS "DISTRICT".

WHEREAS, THE DISTRICT IS IN NEED OF SPECIAL SERVICES AND ADVICE IN FINANCIAL, ECONOMIC, ACCOUNTING, ENGINEERING OR ADMINISTRATIVE MATTERS; AND

WHEREAS, SUCH SERVICES AND ADVICE ARE NOT AVAILABLE AT NO COST FROM PUBLIC AGENCIES; AND

WHEREAS, CONSULTANT IS SPECIALLY TRAINED, EXPERIENCE AND COMPETENT TO PROVIDE THE SPECIAL SERVICES AND ADVICE REQUIRED; AND

WHEREAS, SUCH SERVICES ARE NEEDED ON A LIMITED BASIS:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Day 1 (11/9/18) will introduce Masuda staff to the prompts of Depth and Complexity. Teachers will design at least one lesson to introduce the prompts to their students. Day 2 (2/8/19) will allow teachers to share their experiences of introducing prompts in their classroom and they will be provided time to design a lesson that fosters parallel tasks or iconic sets or intersections to maximize student learning.

2. THE CONSULTANT WILL COMMENCE PROVIDING SERVICES UNDER THIS AGREEMENT ON 11/9/18 AND WILL DILIGENTLY PERFORM AS REQUIRED AND COMPLETE PERFORMANCE BY 2/8/19. THE CONSULTANT WILL PERFORM SAID SERVICES AS AN INDEPENDENT CALLING AND NOT AS AN EMPLOYEE OF THE DISTRICT. CONSULTANT SHALL BE UNDER THE CONTROL OF THE DISTRICT AS TO THE RESULT TO BE ACCOMPLISHED AND NOT AS TO THE MEANS OR MANNER BY WHICH SUCH RESULT IS TO BE ACCOMPLISHED.

3. THE DISTRICT WILL PREPARE AND FURNISH TO THE CONSULTANT UPON REQUEST SUCH INFORMATION AS IS REASONABLY NECESSARY TO THE PERFORMANCE OF THE CONSULTANT TO THIS AGREEMENT.

4. THE DISTRICT SHALL PAY THE CONSULTANT \$2,000.00 PER DAY FOR two (2) DAYS, FOR A TOTAL CONTRACT PRICE OF Four Thousand & No/100 (\$ 4,000.00) FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

5. THE DISTRICT MAY AT ANY TIME FOR ANY REASON TERMINATE THIS AGREEMENT AND COMPENSATE CONSULTANT ONLY FOR SERVICES RENDERED TO THE DATE OF TERMINATION. WRITTEN NOTICE BY THE DISTRICT SUPERINTENDENT SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF SERVICES BY CONSULTANT. THE NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED OR NO LATER THAN THREE (3) DAYS AFTER THE DAY OF MAILING, WHICHEVER IS SOONER.

6. CONSULTANT AGREES TO AND SHALL HOLD HARMLESS AND INDEMINFY THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE AND EVERY LIABILITY OR LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF: (A) LIABILITY FOR DAMAGES FOR DEATH OR BODILY INJURY TO PERSON, INJURY TO PROPERTY, OR ANY OTHER LOSS, DAMAGE OR EXPENSE SUSTAINED BY THE CONSULTANT OR ANY PERSON, FIRM OR CORPORATION EMPLOYED BY THE CONSULTANT UPON OR IN CONNECTION WITH THE SERVICES CALLED FOR IN THIS AGREEMENT EXCEPT FOR LIABILITY FOR DAMAGES REFERRED TO ABOVE WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS; (B) ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSONS, FIRM OR CORPORATION, INCLUDING THE DISTRICT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF SCHOOL DISTRICT PROPERTY, EXCEPT FOR LIABILITY FOR DAMAGES WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS. THE CONSULTANT, AT CONSULTANT'S EXPENSE, COST AND RISK, SHALL DEFEND ANY AND ALL ACTIONS, SUITS OR OTHER PROCEEDING THAT MAY BE BROUGHT OR INSTITUTED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES ON ANY SUCH CLAIM, DEMAND OR LIABILITY AND SHALL PAY OR SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

7. THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

8. CONSULTANT SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES INCLUDING WORKER'S COMPENSATION.

9. CONSULTANT, IF AN EMPLOYEE OF ANOTHER PUBLIC AGENCY, CERTIFIES THAT CONSULTANT WILL NOT RECEIVE SALARY OR REMUNERATION, OTHER THAN VACATION PAY, AS AN EMPLOYEE OF ANOTHER PUBLIC AGENCY FOR THE ACTUAL TIME IN WHICH SERVICES ARE ACTUALLY BEING PERFORMED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

(MUST BE SIGNED PRIOR TO DISTRICT SIGNATURE)

CONSULTANT: [Signature]
(CONSULTANT SIGNATURE)
9320 E. Canyon View Road
(ADDRESS)
Scottsdale, AZ 85255
(CITY, STATE, ZIP CODE)
10-12-2018
(DATE)

(BOARD APPROVAL REQUIRED PRIOR TO SIGNATURE)

FOUNTAIN VALLEY SCHOOL DISTRICT:
BY [Signature]
DIRECTOR, BUSINESS SERVICES
(DATE)
October 25, 2018
(DATE OF BOARD APPROVAL)



Fountain Valley School District
Support Services
2018-2019-D

MEMORANDUM

TO: Board of Trustees
FROM: Kate Smith, Director, Support Services
SUBJECT: **Addendum to Special Education Settlement Agreement 2019-C**
DATE: October 23, 2018

Background:

According to the Special Education Settlement Agreement signed on September 21, 2018, between Parents and the Fountain Valley School District, the District agrees to pay an amount not to exceed THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) for attorney fees incurred. This amount shall be paid to “Law Offices of Kathleen Loyer., Inc., Client Trust Account.”

Fiscal Impact:

Not to exceed \$3,750.00.

Recommendation:

It is recommended that the Board of Trustees approves this addendum to settlement agreement 2019-C.