



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Videoconference via Zoom

**May 21, 2020**

Meeting Link: [https://zoom.us/webinar/register/WN\\_7gYrDW1VQSyzT41GKHJkYw](https://zoom.us/webinar/register/WN_7gYrDW1VQSyzT41GKHJkYw)

- CALL TO ORDER: 6:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

- PLEDGE OF ALLEGIANCE

**BOARD REPORTS AND COMMUNICATIONS**

Board Members will make the following reports and communicate information to fellow Board Members and staff.

**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. 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 in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.*

**In order to address the Board of Trustees, please email your comments to [luccheser@fvsd.us](mailto:luccheser@fvsd.us) by 6:15PM on Thursday, May 21<sup>st</sup>. Your comments will be read into the record.**

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

**LEGISLATIVE SESSION**

- 1. DECLARATION OF NEED**

M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

*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.*

Each year we file the Declaration of Need for Fully Qualified Educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.

**2. RESOLUTION 2020-16: RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER** M \_\_\_\_\_

2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

The election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 11, 2020, next succeeding the election.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2020-16 Resolution and Order of Biennial Election and Specifications of the Election Order.

**3. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS** M \_\_\_\_\_

2<sup>nd</sup> \_\_\_\_\_  
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.

**Routine Items of Business**

- 3-A.** Board Meeting Minutes from April 30<sup>th</sup> regular meeting
- 3-B.** Board Meeting Minutes from May 14<sup>th</sup> special meeting
- 3-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 3-D.** Donations
- 3-E.** Warrants
- 3-F.** Purchase Order Listing

**Consent Items****3-G. APPROVAL OF 2020-21 CSM CONSULTING, INC. CONTRACT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the E-rate consulting contract for fiscal year 2020-21 and any successive one (1) year Term(s) and authorizes the Superintendent or designee to sign all related documents.

**3-H. SUSPENSION OF GRADES**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Recommendation of Suspension of Board Policy and Administrative Regulation 5121 - Grades/Evaluation of Student Achievement through the end of the 2019/20 school year on June 18, 2020.

**3-I. RETAINER AGREEMENT FOR LEGAL SERVICES IN 2020-21 SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

Superintendent's Comments: It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2020-21 with the Law Offices of Margaret A. Chidester & Associates.

**3-J. CONTRACT WITH B-43 PRODUCTIONS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the consultant contract between B43 Productions and the Fountain Valley School District for the purpose of developing eighth grade promotion videos for each our three middle schools.

**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.

- **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.

- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District  
Board of Trustees is on Thursday, June 18, 2020 at 6:30PM.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.us](http://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 [luccheser@fvsd.us](mailto:luccheser@fvsd.us) 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 [luccheser@fvsd.us](mailto:luccheser@fvsd.us) or calling 714.843.3255.*

**FOUNTAIN VALLEY SCHOOL DISTRICT**

**PERSONNEL**

TO: Mark Johnson, Superintendent  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: Declaration of Need 2020-2021 School Year  
DATE: May 7, 2020

---

**BACKGROUND**

Each year we file the Declaration of Need for Fully qualified Educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

**IMPACT**

The Declaration will allow all positions to be staffed with appropriate credentials, emergency credentials, or credential waivers. This also is required for substitute teachers. We cannot apply for substitute teacher permits until this form is submitted.

**RECOMMENDATION**

The Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: FOUNTAIN VALLEY SCHOOL DISTRICT District CDS Code: 66498

Name of County: ORANGE County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 21 / 2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

Mark Johnson, Ed.D ✓ Superintendent  
Name Signature Title

714-843-3257 714-843-3223 May 21, 2021  
Fax Number Telephone Number Date

10055 Slater Ave Fountain Valley, CA 92708  
Mailing Address

Arjianv@fvvd.us  
Email Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2021.

► **Enclose a copy of the public announcement**  
Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>1</u>
Bilingual Authorization (applicant already holds teaching credential)	<u>                    </u>
List target language(s) for bilingual authorization:	
Resource Specialist	<u>2</u>
Teacher Librarian Services	<u>1</u>

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	1
Special Education	2
TOTAL	7

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes  No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program.  
OCDE, CSUF, CSULB, AZUSA PACIFIC, VANGUARD, CHAPMAN, CONCORDIA,  
DOMINGUEZ HILLS, UNIVERSITY PHOENIX

If no, explain why you do not participate in an internship program.  
 \_\_\_\_\_  
 \_\_\_\_\_



Fountain Valley School District  
Resolution 2020-16

**RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION  
AND SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 11, 2020, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and §5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 3, 2020.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

*PASSED AND ADOPTED By the Governing Board on May 21, 2020 by the following vote:*

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

**STATE OF CALIFORNIA                    )**  
   ) ss  
**COUNTY OF ORANGE                    )**

I, Lisa Schultz, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

**WITNESSED** my hand this 21<sup>st</sup> day of May, 2020.

\_\_\_\_\_  
Clerk of the Governing Board

**Fountain Valley School District**  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

Videoconference via Zoom

**April 30, 2020**

Meeting Link:

[https://zoom.us/webinar/register/7415880145775/WN\\_9VdsSskgTn-3NJWpURwX6A](https://zoom.us/webinar/register/7415880145775/WN_9VdsSskgTn-3NJWpURwX6A)

**MINUTES**

President Galindo called the regular meeting of the Board of Trustees to order at 6:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Jeanne Galindo	President
Sandra Crandall	President Pro Tem
Lisa Schultz	Clerk
Jim Cunneen	Member
Ian Collins	Member

**Motion:** Mrs. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

Mrs. Galindo led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

**STAFF REPORTS AND PRESENTATIONS**

The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission's proposed budget for 2020-21. The Public Hearing shall be held on May 14, 2020 at 4:30PM. Public input will be welcomed.

ANNOUNCEMENT OF PUBLIC HEARING FOR PERSONNEL COMMISSION BUDGET (WRITTEN ONLY)

**BOARD REPORTS AND COMMUNICATIONS**

Mr. Cunneen noted missing everyone, expressing his appreciation for everyone's positive performances since the world radically changed since our last emergency meeting on March 13th. He noted his great longing for the day that we can be together again at

the dais and in the classroom. He expressed his great thanks to staff and the Board.

Mrs. Crandall thanked all of the employees in our District working in an entirely new way to provide for our students. She thanked Dr. Johnson, senior staff, Mrs. Smith and Dr. Gargus for leading this transition. Her activities since the last meeting included: observing the first two days of food distribution at Oka and Cox, virtual meetings with topics including constitutional law as it relates to the power of states in shut down, fiscal impact on California and potential effects to district budgets.

Mr. Collins' activities since the last meeting included: virtual meetings with OCSBA and with Dennis Myers at the State level, noting how interesting it is to hear how other districts across the State are handling this crisis. He expressed his confidence that the students in our district are receiving absolutely the best instruction from our teachers. He noted as well how much he is missing seeing students and talking to parents, noting however, how proud he is to be a part of FVSD, again expressing his confidence in our leadership team, knowing that we will do what is best for our students.

Mrs. Schultz thanked the District staff for their hard work, noting that we are doing what is best for our students and doing it together. She noted that we are working hard and it is showing. She noted that the public seems to be adapting and mentally doing better.

Mrs. Galindo's activities since the last meeting included: webinars covering constitutional issues related to the Coronavirus. She expressed her thanks for our parents as they are supporting their students. In addition, she thanked our teachers for rewriting curriculum in order to connect with our students through distance learning. She noted looking forward to getting back to business as usual. She thanked her fellow trustees for their service this month.

**PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

Motion: Mr. Collins moved to adopt Resolution 2020-11: In Celebration of May 13, 2020 as California's Day of RESOLUTION 2020-11: IN

	The Teacher and May 3-9, 2020 as Teacher Appreciation Week.	CELEBRATION OF MAY 13, 2020 AS CALIFORNIA'S DAY OF THE TEACHER AND MAY 3-9, 2020 AS TEACHER APPRECIATION WEEK
Second:	Mrs. Schultz	
Vote:	5-0	
Motion:	Mrs. Schultz moved to adopt Resolution 2020-12: In Celebration of Fountain Valley School District's Classified Employee Week: May 11-15, 2020	RESOLUTION 2020-12: IN CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S CLASSIFIED EMPLOYEE WEEK: MAY 11-15, 2020
Second:	Mrs. Crandall	
Vote:	5-0	
Motion:	Mr. Cunneen moved to adopt Resolution 2020-13: Resolution of Appreciation to Our School Nurses on National School Nurse Day, May 6, 2020	RESOLUTION 2020-13: RESOLUTION OF APPRECIATION TO OUR SCHOOL NURSES ON NATIONAL SCHOOL NURSE DAY, MAY 6, 2020
Second:	Mrs. Schultz	
Vote:	5-0	
Motion:	Mrs. Crandall moved to approve Proclamation of Appreciation to Our Speech/Language Pathologists During May 2020: Better Speech and Hearing Month	PROCLAMATION OF APPRECIATION TO OUR SPEECH/LANGU AGE PATHOLOGISTS DURING MAY 2020: BETTER SPEECH AND HEARING MONTH
Second:	Mrs. Schultz	
Vote:	5-0	
Motion:	Mr. Collins moved to adopt Resolution 2020-14, Approving an Emergency Contract for Gas Line Replacement at Fulton Middle School	RESOLUTION 2020-14, APPROVING AN EMERGENCY CONTRACT FOR GAS LINE REPLACEMENT AT FULTON MIDDLE SCHOOL
Second:	Mr. Cunneen	
Vote:	5-0	

Motion: Mrs. Schultz moved to adopt Resolution 2020-15, Amendment of Guaranteed Maximum Price for The Lease-Leaseback Agreement with West Coast Air Conditioning, Inc. For the Measure O Modernization and HVAC Project At Fulton Middle School

Second: Mr. Collins

Vote: 5-0

RESOLUTION 2020-15, AMENDMENT OF GUARANTEED MAXIMUM PRICE FOR THE LEASE-LEASEBACK AGREEMENT WITH WEST COAST AIR CONDITIONING, INC. FOR THE MEASURE O MODERNIZATION AND HVAC PROJECT AT FULTON MIDDLE SCHOOL  
CONSENT CALENDAR

Motion: Mrs. Crandall moved to approve the Consent Calendar.

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from March 12, 2020 regular meeting
- Board Meeting Minutes from March 13 emergency meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers and Adjustments
- Williams Quarterly Report for Third Quarter 2019-20
- Single Plans for Student Achievement
- Approve the Amendment to The Agreement with Corinne Loskot Consulting Inc., In Order to Assist with Obtaining State School Facilities Funding
- Approve Annual Renewal of Vendor Meal Contract with Preferred Meal Systems
- Special Education Settlement Agreement 2019-2020 L
- Approval of Consulting Services Agreement With Total Compensation Systems, Inc. For Post-Employment Benefits Actuarial Study

- Surplus Property Declaration for Information Technology Equipment
- Strong Workforce Program K-12 Pathway Improvement Grant to Support the Expansion of College and Career Readiness Programs
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	(\$15,255.14)	1/23/20-3/9/20
Mardan School	N/A	3/16/20-6/30/20
Mardan School	\$12,091.52	3/16/20-6/30/20
Hiddleson Listening, Lang., & Spch. Cntr.	N/A	2/12/20-6/30-20
Hiddleson Listening, Lang., & Spch. Cntr.	\$1,500	2/12/20-5/21/20

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Johnson      Provided an update for the Board and the community on distance learning in FVSD, first by sharing an overview of our District, its history and how the culture and core values have shaped not only our outcomes for students, but also our response to district learning.

**ADJOURNMENT**

**Motion:**      Mrs. Schultz moved to adjourn the meeting at 7:20PM.

**Second:**      Mr. Cunneen

**Vote:**          5-0

/rl

Fountain Valley School District  
Superintendent's Office

**SPECIAL MEETING OF THE BOARD OF TRUSTEES**

Videoconference via Zoom

May 14, 2020

Meeting Link: [https://zoom.us/webinar/register/WN\\_LQgBSNFORbGDwAO3wkKzHw](https://zoom.us/webinar/register/WN_LQgBSNFORbGDwAO3wkKzHw)

**MINUTES**

President Galindo called the regular meeting of the Board of Trustees to order at 6:30pm. CALL TO ORDER

The following board members were present: ROLL CALL

Jeanne Galindo	President
Sandra Crandall	President Pro Tem
Lisa Schultz	Clerk
Jim Cunneen	Member
Ian Collins	Member

**Motion:** Mrs. Schultz moved to approve the meeting agenda. AGENDA APPROVAL

**Second:** Mr. Cunneen

**Vote:** 5-0

Mrs. Galindo led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

There were no requests to address the Board prior to closed session. PUBLIC COMMENTS

Mrs. Galindo announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed: CLOSED SESSION

- 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.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*

The public portion of the meeting resumed at 8:19pm.

#### **SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Johnson      Did not have comments to share this evening.

#### **ADJOURNMENT**

**Motion:**      Mr. Collins moved to adjourn the meeting at 8:20PM.

**Second:**      Mrs. Crandall

**Vote:**      5-0

/rl



**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**May 21, 2020**

**1.0 EMPLOYMENT FUNCTIONS:**

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.1	Holmes, Ahsley	Teacher on leave	Oka	06/19/2020
1.2	Priest, Ariana	Teacher-4 <sup>th</sup> Grade	Gisler	06/19/2020

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.2.1	Angelici, Claudia	Science	Fulton	06/19/2020
1.2.2	Hood, Robert	Social Science	Fulton	06/19/2020

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.3.1	Sprague, Michelle	Kindergarten	Courreges	Maternity/Child	02/28/2020
1.3.2	LaRoche, Natalie	5 <sup>th</sup> Grade	Newland	Maternity	06/16/2020
1.3.3	Manfre, Elise	Speech	Tamura	Maternity	04/20/2020

**2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF STUDENT TEACHING AGREEMENT WITH WESTERN GOVERNORS UNIVERSITY, EFFECTIVE MAY 21, 2020 - MAY 21, 2023.

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF STUDENT TEACHING AGREEMENT WITH TEACH-NOW GRADUATE SCHOOL OF EDUCATION, EFFECTIVE SEPTEMBER 7, 2020 - JUNE 30, 2025.

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR STUDENT TEACHING, SCHOOL COUNSELING AND SCHOOL PSYCHOLOGY PRACTICUM WITH AZUSA PACIFIC UNIVERSITY, EFFECTIVE JULY 1, 2020 - JUNE 30, 2025.

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
May 21, 2020**

**2.0 EMPLOYMENT FUNCTIONS**

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Sawaya, Paulette	Gisler	IA Mild/Moderate	05/18/2020
2.1.2	Willoughby, Lisa	Gisler	IA Mild/Moderate	06/18/2020

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Ramos, Sheri	Oka/Gisler	FSW/ESP Assistant	Sick Leave	03/24/2020
2.2.2	Kircher, Erin	Newland	ESP Assistant	Personal	04/24/2020

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE # 3694, INSTRUCTIONAL ASSISTANT AT COURREGES, EFFECTIVE 06/18/2020.

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE # 3605, INSTRUCTIONAL ASSISTANT AT COURREGES, EFFECTIVE 06/18/2020.

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATIONS

**BOARD APPROVAL DATE: May 21, 2020**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
<b>FULTON</b>			
	Pacific Life Foundation	\$3,000.00	Principal's Discretion
<b>MASUDA</b>			
	Masuda PTSO	\$968.19	Cheer, Talent Show Stipends
<b>OKA</b>			
	Jeanie Moussa Zahab	\$1,000.00	4th Graded Guided Reading
<b>TALBERT</b>			
	Talbert Music Students & Parents	\$177.00	Music Elective
	Edison HS Band Boosters	\$491.51	Music Elective
	Talbert PTO	\$833.33	SBAC Practice Packets
	Talbert PTO	\$3,532.00	Clubs, Sports Day, Release Time

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING MAY 21, 2020**

To: Christine Fullerton  
From: Thuong Nguyen  
Subject: Warrant Listing and ACH Payments  
Warrant Numbers: 88128 - 88268  
Dates: 4/23/2020 - 5/12/2020

Fund 01	General Fund	132,807.22
Fund 12	Child Development	4,427.64
Fund 13	Cafeteria	40,545.78
Fund 14	Deferred Maintenance	324,335.00
Fund 21	GOB 2016 Election	-
Fund 22	GOB 2016 Election	1,825,640.08
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	204,757.00
Fund 68	Worker Comp	76,702.75
Fund 69	Insurance	66,636.54
<b>TOTAL</b>		<b>\$ 2,675,852.01</b>

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 05/21/2020**

FROM 04/15/2020 TO 05/12/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4287	INTERLINE BRANDS INC	53.07	53.07	012869390 4345	Maintenance / Maintenance Supplies
N20M4288	TURF STAR INC.	225.00	225.00	012899390 4340	Gardening / Custodial Supplies
N20M4306	REFRIGERATION CONTROL COMPANY	379.05	379.05	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
N20M4316	INTERLINE BRANDS INC	72.32	72.32	012899390 4340	Gardening / Custodial Supplies
N20M4317	TURF STAR INC.	80.00	80.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
N20M4318	EBERHARD EQUIPMENT	2,700.00	2,700.00	012899390 5610	Gardening / Outside Services - Rentals
N20M4319	EREPLACEMENTPARTS.COM LLC	26.40	26.40	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4320	US AIR CONDITIONING	3,742.16	3,742.16	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4321	ARMOR FENCE CONCEPTS	2,134.00	2,134.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4323	HILLYARD / LOS ANGELES	530.56	530.56	012889390 4340	Custodial / Custodial Supplies
N20M4324	INTERLINE BRANDS INC	149.86	149.86	012869390 4345	Maintenance / Maintenance Supplies
N20M4351	KIMBALL MIDWEST	250.00	250.00	012869390 4345	Maintenance / Maintenance Supplies
N20R1573	AMAZON.COM LLC	560.97	560.97	019000000 4310	COVID-19 Instructional / Instructional Supplies
N20R1577	SOUTHWEST SCHOOL AND OFFICE SU	824.54	824.54	019000061 4327	COVID-19 Health Serv / Health Supplies
N20R1578	HARBOTTLE LAW GROUP APC	451.00	451.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
N20R1580	CSPCA	700.00	700.00	012819771 5210	Personnel Commission / Travel, Conference, Workshop
N20R1581	AMAZON.COM LLC	181.22	172.88	012109078 4320	Tech/Media Office Operation / Computer Supplies
			8.34	012109078 4325	Tech/Media Office Operation / Office Supplies
N20R1585	APPLE COMPUTER ORDER DEPARTMEN	7,298.64	52.20	012109078 4320	Tech/Media Office Operation / Computer Supplies
			7,246.44	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
N20R1586	GMSN GROUP INC	1,890.00	1,890.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
N20R1587	BRENT & AIMIE WOODS	965.00	965.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
N20R1588	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	010055875 4310	State Standards-ES SCIENCE / Instructional Supplies
N20R1589	JUMP USA	449.95	449.95	010054275 4399	State Standards-Phys Ed / Equipment Under \$500
N20R1590	WEST COAST AIR CONDITIONING CO	194,539.00	194,539.00	012839390 6299	Maintenance - Cap Facilities / Other Building & Improvement
N20R1592	APPLE COMPUTER ORDER DEPARTMEN	2,856.41	2,657.41	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			199.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
N20R1593	LENOVO (UNITED STATES) INC.	20,953.56	20,953.56	019000000 4410	COVID-19 Instructional / Fixed Assets \$500-\$5000
N20R1594	REFRIGERATION CONTROL COMPANY	592.84	592.84	019007381 5645	COVID-19 Food Services / Outside Srvs-Repairs & Mainten
N20R1595	HEARTLAND PAYMENT SYSTEMS	2,390.00	2,390.00	019007381 4790	COVID-19 Food Services / Food Services Supplies
N20R1596	SOUTHWEST SCHOOL AND OFFICE SU	1,957.50	1,957.50	019000061 4327	COVID-19 Health Serv / Health Supplies
N20R1604	MASTER TEACHER, THE	3,999.00	3,999.00	019009380 5215	COVID-19 Administrative / Staff Development

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 05/21/2020**

FROM 04/15/2020 TO 05/12/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		<b>Fund 01 Total:</b>	251,152.05	251,152.05	

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 05/21/2020**

FROM 04/15/2020 TO 05/12/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R1582	CALIFORNIA DEPARTMENT OF EDUCA	487.35	487.35	139007381 4710	COVID-19 Food Services / FOOD
	Fund 13 Total:	487.35	487.35		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 05/21/2020**

FROM 04/15/2020 TO 05/12/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4334	DEPARTMENT OF CONSERVATION - A	3,600.00	3,600.00	142861089 6222	Def Maint-Tamura / Inspection Svcs Bldg Improve
N20M4335	TIME AND ALARM SYSTEMS INC.	37,978.98	37,978.98	142863289 6299	Def Maint-Cox / Other Building & Improvement
N20M4336	TIME AND ALARM SYSTEMS INC.	32,481.32	32,481.32	142862989 6299	Def Maint-Fulton / Other Building & Improvement
N20M4337	TIME AND ALARM SYSTEMS INC.	31,221.39	31,221.39	142861089 6299	Def Maint-Tamura / Other Building & Improvement
N20M4341	GOLDEN STATE PAVING INC.	1,200.00	1,200.00	142863289 6299	Def Maint-Cox / Other Building & Improvement
<b>Fund 14 Total:</b>		<b>106,481.69</b>	<b>106,481.69</b>		



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 05/21/2020**

FROM 04/15/2020 TO 05/12/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4327	KYA SERVICES LLC	26,657.09	26,657.09	223012980 5645	GOB, ELECTION 2016-Fulton / Outside Srvs-Repairs &
N20M4328	KYA SERVICES LLC	34,336.03	34,336.03	223011080 5645	GOB, ELECTION 2016-Tamura / Outside Srvs-Repairs &
N20M4329	KYA SERVICES LLC	7,737.85	7,737.85	223013280 5645	GOB, ELECTION 2016-Cox / Outside Srvs-Repairs & Mainten
N20M4331	CLASS LEASING LLC	7,092.00	7,092.00	223013280 6299	GOB, ELECTION 2016-Cox / Other Building & Improvement
N20M4332	CLASS LEASING LLC	35,460.00	35,460.00	223011080 6299	GOB, ELECTION 2016-Tamura / Other Building &
N20M4338	SOUTHERN CALIFORNIA EDISON	2,245.02	2,245.02	223013180 5645	GOB, ELECTION 2016-Gisler / Outside Srvs-Repairs & Maint
N20M4339	NINYO & MOORE	17,405.00	17,405.00	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improve
N20M4340	NINYO & MOORE	14,715.00	14,715.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
<b>Fund 22 Total:</b>		<b>145,647.99</b>	<b>145,647.99</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 05/21/2020**

FROM 04/15/2020 TO 05/12/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4330	AESCO	1,780.00	1,780.00	403003880 6220	MS Science Bldg - Talbert / Architect/Engineer Fees-Bldg
N20M4333	AESCO	3,959.50	3,959.50	403002980 6220	MS Science Bldg - Fulton / Architect/Engineer Fees-Bldg
<b>Fund 40 Total:</b>		<b>5,739.50</b>	<b>5,739.50</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 05/21/2020**

FROM 04/15/2020 TO 05/12/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			509,508.58		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

BOARD OF TRUSTEES

05/21/2020

FRO 04/15/2020 TO 05/12/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4013	GRAINGER INC.	26,500.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4018	MOBILE MINI STORAGE	1,500.00	+400.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4019	NAPA AUTO PARTS	12,000.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20R0484	SOUTHWEST SCHOOL AND OFFICE SU	500.00	+100.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
N20R0711	FOLLETT SCHOOL SOLUTIONS INC.	544.87	+349.12	011231675 4310	Reading Support-Newland / Instructional Supplies
N20R1559	TEACHER SYNERGY LLC	108.42	+33.03	015609860 4310	Special Ed. - Psychologists / Instructional Supplies
<b>Fund 01 Total:</b>			<b>+3,382.15</b>		

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/21/2020

FRO 04/15/2020 TO 05/12/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R0271	READYREFRESH BY NESTLE	17,427.96	+180.00	120336098 4325	Extended School Administration / Office Supplies
N20R1490	RHODE ISLAND NOVELTY	550.00	+150.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
N20R1492	LAKESHORE EQUIPMENT COMPANY	54.75	+9.75	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
N20R1493	DISCOUNT SCHOOL SUPPLY	334.51	+59.51	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
<b>Fund 12 Total:</b>			<b>+399.26</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

BOARD OF TRUSTEES

05/21/2020

FRO 04/15/2020 TO 05/12/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4089	NINYO & MOORE	50,000.00	+13,330.00	223013280 6222	GOB, ELECTION 2016-Cox / Inspection Svcs Bldg Improve
M20M4090	NINYO & MOORE	95,000.00	+10,000.00	223012980 6222	GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improv
M20M4092	NINYO & MOORE	45,000.00	+5,000.00	223011080 6222	GOB, ELECTION 2016-Tamura / Inspection Svcs Bldg
N20M4194	SMITH-EMERY LABORATORIES	12,000.00	+6,000.00	223012980 6222	GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improv
<b>Fund 22 Total:</b>			<b>+34,330.00</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES**

**05/21/2020**

**FRO 04/15/2020 TO 05/12/2020**

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
---------------------------	---------------	---------------------------	--------------------------------	---------------------------------	------------------------------------

<b>Total Account Amount:</b>		<b>+38,111.41</b>			
------------------------------	--	-------------------	--	--	--



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: **Approval of 2020-21 CSM Consulting, Inc. Contract**  
DATE: May 13, 2020

---

**Background:**

Under the Federal Communicating Commission (FCC), E-rate is a program which has been assisting schools and libraries in obtaining affordable telecommunications and internet access since 1998. The program provides discounts from 20% to 90% depending on certain criterion. Each year the District contracts with an E-Rate consultant to help file the correct forms and navigate the changing regulations of this program.

**Fiscal Impact:**

The base contract amount is \$8,000 with an additional 6% added for applications under the category two (Wi-Fi related) regulations, not to exceed \$15,000. The total annual contract cannot exceed \$23,000.

**Recommendation:**

It is recommended that the Board of Trustees approves the E-rate consulting contract for fiscal year 2020-21 and any successive one (1) year Term(s) and authorize the Superintendent or designee to sign all related documents.





## CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fountain Valley School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

### **RECITALS**

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### **I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE**

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
  - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Assist and coordinate the preparation and filing of:
    - Item 21 Attachments
    - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
    - Implementation Deadline Extension Request (ImDER)
    - Invoice Deadline Extension Request (IDER)
    - Service Provider Identification Number (SPIN) Change Requests
    - Service Substitution Requests
    - Service Certifications
    - Program Integrity Assurance (PIA)
    - Payment Quality Assurance (PQA) requests
2. Act as District’s main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

### **II. DISTRICT RESPONSIBILITIES**

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

### **III. COST**

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$8,000** plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **\$15,000** ("C2 Amounts").

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective term of this Agreement.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

### **IV. MISCELLANEOUS**

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2020, or upon execution (whichever is later), through June 30, 2021. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
  - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable

to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide an online document management software allowing the District multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.45 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service  Yes  No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
10. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Fountain Valley School District  
10055 Slater Ave.  
Fountain Valley, CA 92708

CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

11. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
12. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
13. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
14. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in \_\_\_\_\_, \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 2020.



\_\_\_\_\_, Vice President  
David T. Cichella

\_\_\_\_\_, Title \_\_\_\_\_

\_\_\_\_\_  
Print Name

Fountain Valley School District

**AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)**

This ATC/LOA (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Fountain Valley School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are resolved or June 30, 2023. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

**Fountain Valley School District**

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



Fountain Valley School District  
Educational Services

**MEMORANDUM**

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: SUSPENSION OF GRADES  
DATE: May 18, 2020

---

**Background:**

With the dismissal of school beginning March 16, 2020 due to the COVID-19 pandemic, staff recommends suspending the Board Policy/Administrative Regulation (BP/AR) 5121, including Grades for Achievement; Grades for Physical Education; Grades for Citizenship, Study Skills, and Effort; Peer Grading; Effect of Absences on Grades; and Grade Point Average, during the school closure period.

The grading system as outlined in BP/AR 5121 (Exhibit A) is appropriate when students participate in learning led within the physical presence of teachers and staff. However, with the dismissal of school beginning March 16, 2020, the grading system is no longer appropriate. While physical school sites are closed, learning is continuing through the end of the school year through Distance Learning. During school dismissal through June 18, 2020, staff recommends using the “Met Standard” or “Review Required” for the third trimester reporting period. The three primary reasons the “Met Standard” or “Review Required” is being recommended are (1) it meets the “do no harm to students” criteria aligned with the guidance from the California Department of Education (CDE); (2) it does not penalize students who do not have the school supports readily available in their homes; and (3) it does not rely on the ability of parents to act as instructors as there may be multiple school age children in the home, parents may be essential workers and/or working remotely during the school day, or sick or caring for sick family members.

**Fiscal Impact:**

There is no financial impact resulting from this Board agenda item.

**Recommendation:**

It is recommended that the Board of Trustees approves the Recommendation of Suspension of Board Policy and Administrative Regulation 5121 - Grades/Evaluation of Student Achievement through the end of the 2019/20 school year on June 18, 2020.



Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
Mark Johnson, Ed.D., Superintendent  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **RETAINER AGREEMENT FOR LEGAL SERVICES IN 2020-21  
SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES**  
DATE: May 18, 2020

---

**Background:**

The Law Offices of Margaret A. Chidester & Associates will be retained for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property and governance issues.

The agreement with Margaret Chidester Attorneys at Law is attached for consideration for approval through the 2020-2021 school year.

For 2020-2021 the agreement contains no hourly rate increase.

**Recommendation:**

It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2020-21 with the Law Offices of Margaret A. Chidester & Associates.

**RETAINER AGREEMENT  
BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT  
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2020 by and between the FOUNTAIN VALLEY SCHOOL DISTRICT of Orange County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

**W I T N E S S E T H**

WHEREAS, the District desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing Board has determined that it is in the best interest of the District to appoint Attorneys to represent the District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The District retains Attorneys for the purpose of providing legal services pertaining to District business and related matters as may be specifically directed by the governing Board, the Superintendent, or by their designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the District; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and



requested; advise and represent the District in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a District's legal representative.

2. **Rates and Payment:** The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. *Billing shall be reported in increments of 1/10 of one hour.* Billing shall separately specify related costs including authorized consultants providing services on behalf of District.

3. **Costs:** The District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the District, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the District's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts:** The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

Attorneys shall not represent any person or entity in any action against the District or in any investment matter before the District.

6. **Related Post-Investigation Services:** If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement,

and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

**7. Indemnification:** Except as provided below, the District will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence or willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

**8. Electronic Communication, Confidentiality and Publicity:** The District authorizes Attorneys to communicate with the District and the District's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is

intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

The District will not modify any document transmitted to the District electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all District confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the District. The District may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the District without the District's prior written consent.

**9. No Guarantee of Outcome.** Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for District input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon District direction for legal work.

**10. Files and Ownership of Documents.** When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the District does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

11. **Assignment**. This Agreement is not assignable without the written consent of the District.

12. **Independent Contractor**. Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the District.

13. **Insurance**. Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

14. **Nondiscrimination**. Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or District student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

15. **Audit**. The District shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit District activities and provide information regarding District legal matters that the District may need to defend itself against legal challenges.

16. Governing Law. This Agreement shall be governed by the laws of the state of California.

17. Authority. The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

18. Term. This Agreement is effective July 1, 2020. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

19. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.


FOUNTAIN VALLEY SCHOOL DISTRICT

Date: May 6, 2020

BY: 

LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES

Date: April 3, 2020

BY:   
Margaret A. Chidester

**EXHIBIT "A"**

Rates are guaranteed through June 30, 2021.

PARTNERS	\$310 per hour
SENIOR ATTORNEYS	\$285 per hour
OTHER ATTORNEYS	\$260 per hour
LAW CLERKS/PARALEGALS	\$160 per hour

**COSTS**

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONE CALLS AND TEXT MESSAGES	no charge



SO 2017-18/B18-34  
Fountain Valley School District  
Department

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent  
SUBJECT: **Contract with B43 Productions**  
DATE: May 18, 2020

---

**BACKGROUND:**

B43 Productions specializes in video production and photography services. B43 Productions has worked with dozens of districts and educational organizations in the state of California and has extensive knowledge of California education. In 2018, Rebecca Leroux and her team were able to create, capture and edit videos for all ten of our schools, as well as a districtwide video, which we used to promote the FVSD experience.

B43 Productions will meet with the Assistant Superintendent Educational Services, along with site administrators from each our three middle schools, to create individual 8<sup>th</sup> grade promotion videos. In order to accomplish this, B43 Productions will use, student and staff speeches, pictures all three sites to celebrate the class of 2020.

**FISCAL IMPACT**

Expected expenses include video coverage, editing and production costs of \$1,500 per middle school site, for a total cost of \$4,500. These funds will come from already allocated site budgets to support eight grade promotion activities.

**RECOMMENDATION**

It is recommended that the Board of Trustees approves the consultant contract between B43 Productions and the Fountain Valley School District for the purpose of developing eighth grade promotion videos for each our three middle schools.



# CONSULTING AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 21<sup>st</sup> DAY OF May, 2020 BETWEEN Rebecca Leroux/B43 Productions 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:

- Meet regularly with Fountain Valley School District Director of Educational Services to create individual videos for each middle school.
- Capture video and interviews at 3 FVSD middle schools May-June 2020:
  - Harry C. Fulton Middle School
  - Kazuo Masuda Middle School
  - Samuel E. Talbert Middle School
- Interview district personnel.
- Will stay updated on strategic scheduling process through phone call/email correspondence.
- Completed videos will be provided to FVSD via downloadable Dropbox links for website, social media and promotional marketing use.

2. THE CONSULTANT WILL COMMENCE PROVIDING SERVICES UNDER THIS AGREEMENT ON May 21, 2020 AND WILL DILIGENTLY PERFORM AS REQUIRED AND COMPLETE PERFORMANCE BY June 15, 2020. 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 **NOT TO EXCEED** \$4,500 FOR A TOTAL CONTRACT PRICE OF \$4,5000 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)

(BOARD APPROVAL REQUIRED PRIOR TO SIGNATURE)

FOUNTAIN VALLEY SCHOOL DISTRICT:

BY \_\_\_\_\_

## CONSULTING AGREEMENT

(ADDRESS)

DIRECTOR, BUSINESS SERVICES

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(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.*