



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom

January 3, 2022

Meeting Link: https://us02web.zoom.us/webinar/register/WN_miaTqepNTYimFIftnbuFvg

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

M _____
 2nd _____
 V _____

- 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. 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 comply with the procedures listed on the goldenrod form, *For Persons Wishing to Address the Board of Trustees* and give the form to the Executive Assistant.

***** 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. APPROVAL OF EMPLOYMENT CONTRACT FOR INTERIM SUPERINTENDENCY BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT WITH CHARLES HINMAN, ED.D.**

M _____
 2nd _____
 V _____

The Fountain Valley School District is in the process of conducting a rigorous Executive Search for our next Superintendent. Given the time necessary to properly conduct this search, the Board has decided to hire an interim

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.

superintendent. The employment contract with Dr. Hinman will allow him to guide our District for the next few months while the Board conducts their search.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract dated January 3, 2022 between the Fountain Valley School District and Charles Hinman, Ed.D.

- 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.
 - Threat to Public Safety or Facilities: *Government Code 54956.5*
 - Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*
 - Public Employee Employment: *Government Code 54957.1*
Title: Superintendent
- REPORT OUT OF CLOSED SESSION
The Board President will report out on action taken, if any.
 - APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, January 13, 2022 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 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 or calling 714.843.3255.

Board meeting of January 3, 2022



Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D.
SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT FOR INTERIM
SUPERINTENDENCY BETWEEN FOUNTAIN VALLEY SCHOOL
DISTRICT WITH CHARLES HINMAN, ED.D.**
DATE: December 29, 2021

Background:

The Fountain Valley School District is in the process of conducting a rigorous Executive Search for our next Superintendent. Given the time necessary to properly conduct this search, the Board has decided to hire an interim superintendent. The employment contract with Dr. Hinman will allow him to guide our District for the next few months while the Board conducts their search.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract dated January 3, 2022 between the Fountain Valley School District and Charles Hinman, Ed.D.

EMPLOYMENT CONTRACT FOR INTERIM SUPERINTENDENT

FOUNTAIN VALLEY SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

This EMPLOYMENT CONTRACT FOR INTERIM SUPERINTENDENT, hereinafter referred to as “Contract,” is made between the Board of Trustees of the Fountain Valley School District, hereinafter referred to as “Board,” and Charles D. Hinman, Ed.D., hereinafter referred to as “Dr. Hinman.”

WHEREAS, the Board is vested with the authority to appoint a Superintendent for the Fountain Valley School District (“District”); and

WHEREAS, Board desires to employ Dr. Hinman as an at-will employee for services as an Interim Superintendent in accordance with the terms of this Contract; and

WHEREAS, Dr. Hinman desires to be employed as an at-will employee for services as an Interim Superintendent in accordance with the terms of this Contract; and

WHEREAS, Dr. Hinman possesses the specialized skills necessary to perform the duties of Interim Superintendent for a limited duration; and

WHEREAS, both the Board and Dr. Hinman wish to set forth in writing the terms and conditions of Dr. Hinman’s employment as Interim Superintendent; and

WHEREAS, it is the intent of the parties to comply fully with all laws and regulations related to CalSTRS so as to prevent any loss or interruption of retirement benefits for Dr. Hinman

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

I. TERM OF CONTRACT

The Board appoints Dr. Hinman as an Interim Superintendent commencing January 3, 2022, and continuing until either: (1) Dr. Hinman has completed 48 workdays with the District in the 2021-2022 school year; or (2) a new Superintendent reports for duty, subject to the terms and conditions set forth herein.

Dr. Hinman hereby accepts such appointment under the terms and conditions of this Contract.

II. SALARY

The base rate of pay for Dr. Hinman shall be \$1,000 per full work day when services are actually performed, for a total salary not to exceed \$48,000 for the 2021-2022 school year. It is understood that Dr. Hinman may not work each workday, and that he may not work a full day on days he does work. At the end of each month, Dr. Hinman shall submit a calendar to the District indicating which days he worked for the District during that month, and shall indicate for which

days pro-rated payment is required because of his part-time schedule. The payment of Dr. Hinman's salary shall be consistent with regular payroll procedures.

III. DUTIES

As Interim Superintendent, Dr. Hinman shall perform the duties of a school district superintendent as prescribed by the laws of the State of California. In addition to the powers and duties set forth in Education Code section 35035, as Interim Superintendent, Charles. D. Hinman, Ed.D. shall have the powers and duties as set forth in District Policy as it may be revised or supplemented from time to time, and as otherwise provided by the laws and regulations of the United States and the State of California.

As Interim Superintendent, Dr. Hinman shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business and operational affairs, which in his judgment best serve the District. The responsibility for selection, placement, and transfer of existing personnel shall also be vested in Dr. Hinman, as Interim Superintendent. Organization and transfer of personnel, and employment of new personnel, shall be recommended by Dr. Hinman, as the Interim Superintendent, subject to approval by the Board.

IV. INTERIM SUPERINTENDENT AND BOARD RESPONSIBILITIES

As Interim Superintendent, Charles D. Hinman, Ed. D. shall also be the Chief Executive Officer of the District and shall serve as Secretary to the Board. As such, and as Interim Superintendent, Dr. Hinman shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility of formulating and adopting said policy.

As Interim Superintendent, Dr. Hinman shall not be considered eligible for seniority or permanent status.

V. TERMINATION OF CONTRACT

Dr. Hinman is an at-will employee who shall serve at the pleasure of the Board. Accordingly, the Board may terminate his employment under this Contract at any time, with or without cause. Nothing in this Contract is intended to, or does, confer upon Dr. Hinman any right to any property interest in continued employment, or any due process right to a hearing before or after the decision to terminate his employment either for, or not for, good cause.

Whether Dr. Hinman is terminated with or without cause shall not affect his status as an at-will employee. Dr. Hinman shall have the same rights and shall receive the same benefits under the terms of this Contract whether he is terminated with or without cause.

Upon termination of this Contract, the District shall compensate Dr. Hinman only for services rendered prior to the termination of this Contract. The terms of Government Code section 53260 are incorporated into this Contract by this reference.

VI. GENERAL PROVISIONS

This Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board.

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

This Contract is the full and complete agreement between the parties hereto, and it can be changed or modified only by a written agreement, signed by all parties or their successors in interest to this Contract.

Dr. Hinman may not assign or transfer any rights granted or obligations assumed under this Contract.

This Contract may be executed in counterparts containing original signatures.

This Contract shall be effective only when and if approved by the Board.

In witness whereof, we affix our signatures to this Contract as the full and complete understanding of the relationship between the parties hereto.

Dated: January 3, 2022

By: _____
President, Board of Trustees

Dated: January 3, 2022

By: _____
Clerk, Board of Trustees

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties and employment as Interim Superintendent of the District.

Date of Acceptance

Charles D. Hinman, Ed.D.
Interim Superintendent