



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA 92708

November 9, 2017

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

M _____
2nd _____
V _____

BOARD WORKSHOP

1. DISCUSSION ON THE INVESTMENT OF INCOME FROM FUND 40-41

Superintendent, Mark Johnson, Ed.D., and Assistant Superintendent, Business Services, Christine Fullerton, will join the Board for a follow up discussion of the allocation of investment proceeds generated during the 2015-2016 fiscal year from Fund 40-41.

- 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.fvsd.us

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.

- Conference with Legal Counsel—Existing Litigation: *Government Code Section 54956.9*
(Subdivision (a) of Section 54956.9)

Name of case: Cal200 v. Apply Valley USD, et al.

- Conference with Real Property Negotiator: *Government Code Section 54956.8*
Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) (“Property”).

Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange (potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.

- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

2. PUBLIC HEARING ON INITIAL CONTRACT PROPOSALS BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION FOR 2017-18

A public hearing shall be held for the purpose of receiving public comment on the initial contract proposals between the Fountain Valley School District and the Fountain Valley Education Association for the 2017-18 school year. Public input is welcome.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is

waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

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

LEGISLATIVE SESSION

3. APPROVAL OF 2017-18 MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE TEACHER INDUCTION PROGRAM CONSORTIUM

M ____
2nd ____
V ____

Teachers with Preliminary Teaching Credentials are required to participate in and successfully complete a state approved Induction Program in order to apply for a Professional Clear Teaching Credential. This Memorandum of Understanding maintains a formal working relationship between the Orange County Department of Education and participating parties, including the Fountain Valley School District, to provide new teacher induction.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the 2017- 2018 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley School District for the Orange County Department of Education Teacher Induction Program Consortium to continue the implementation of the Induction Program.

4. APPROVAL OF 2017-18 MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION PROGRAM CONSORTIUM AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE EDUCATION SPECIALIST (ES) INDUCTION PROGRAM CONSORTIUM

M ____
2nd ____
V ____

Teachers with Preliminary Teaching Credentials are required to participate in and successfully complete a state approved Induction Program in order to apply for a Professional Clear Teaching Credential. This Memorandum of Understanding is to establish a formal working relationship between the Orange County Department of Education and participating parties, including the Fountain Valley School District, to provide new teacher induction.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the 2017-2018 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley School District for the Orange County Department of Education, Education Specialist (ES) Induction Program Consortium to continue the implementation of the Induction program.

- 5. APPROVAL OF PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE FOUNTAIN VALLEY SCHOOL DISTRICT AND THE COUNTY OF ORANGE FOR DISTRICT PROPERTY LOCATED AT 265 S. ANITA, ORANGE, CA GENERALLY KNOWN AS CROSSROADS OFFICE PARK**

M _____
 2nd _____
 V _____

The District's Board previously declared the real property located at 265 S. Anita Drive, Orange, CA, known generally as the Crossroads Office Park (the "Property"), surplus and directed staff to pursue selling the Property in accordance with the Education Code. The County of Orange ("County") indicated its interest in the Property and the District and the County entered into good faith negotiations. Such negotiations have been fruitful, and the District and County representatives and their respective legal counsel have finalized a proposed Purchase Agreement now being presented to the Board for approval.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the purchase and sale agreement and joint escrow instructions by and between the Fountain Valley School District and the County of Orange for the District property located at 265 S. Anita, Orange, CA, generally known as the Crossroads Office Park.

- 6. 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.

Routine Items of Business

- 6-A.** Board Meeting Minutes from October 12th regular meeting
- 6-B.** Board Meeting Minutes from October 26th special meeting
- 6-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-D.** Donations
- 6-E.** Warrants
- 6-F.** Purchase Order Listing
- 6-G.** Resolution 2018-11: Compensation to Trustee Jeanne Galindo for missed meeting due to illness

Consent Items

- 6-H. ANNUAL ORGANIZATIONAL MEETING**

Superintendent's Comments: It is recommended that the Board of Trustees selects Thursday, December 7, 2017 as the date of the annual organizational meeting, in accordance with the provisions of Education Code Sections 35143 and 72000. The meeting shall begin at 7pm.

6-I. RECEIPT OF FOUNTAIN VALLEY EDUCATION ASSOCIATION'S INITIAL PROPOSAL FOR 2017-18

Superintendent's Comments: It is recommended that the Board of Trustees receives the 2017-18 initial contract proposals of the Fountain Valley Education Association.

6-J. PRESENTATION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S 2017-18 INITIAL CONTRACT PROPOSALS TO THE FOUNTAIN VALLEY EDUCATION ASSOCIATION

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2017-18 initial contract proposals of the Fountain Valley School District to the Fountain Valley Education Association.

6-K. SPECIAL ED SETTLEMENT AGREEMENT 2018-B

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Ed Settlement Agreement 2018-B.

6-L. APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND TURNITIN, LLC TO PROVIDE REVISION ASSISTANT TO A SMALL GROUP OF TEACHERS IN THE DISTRICT'S THREE MIDDLE SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the partial year contract between Fountain Valley School District and Turnitin, LLC to provide a small group of teachers the opportunity to pilot Revision Assistant.

6-M. NON-PUBLIC AGENCY CONTRACTS

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts/addendums be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Del Sol School	\$35,716	10/30/2017-6/8/2018
Olive Crest Academy	\$37,158.40	10/11/2017-6/30/2018

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
- APPROVAL TO ADJOURN

The annual organizational meeting of the Fountain Valley School District Board of Trustees is on Thursday, December 7, 2017 at 7:00pm.

A copy of the Board Meeting agenda is posted on the District's web site (). 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.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a Board Meeting may request assistance by contacting the Superintendent's office at 10055 Slater Avenue, Fountain Valley, CA 92708 or by calling 714.843.3255 or faxing 714.841.0356.

Board meeting of November 9, 2017



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **DISCUSSION ON THE INVESTMENT OF INCOME FROM FUND
40-41**
DATE: November 6, 2017

Background:

Superintendent Mark Johnson, Ed.D., and Assistant Superintendent, Business Services, Christine Fullerton, will join the Board for a follow up discussion of the allocation of investment proceeds generated during the 2015-2016 fiscal year from Fund 40-41.

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

INITIAL CONTRACT PROPOSALS BETWEEN FVSD AND FVEA 2017-18

Notice is hereby given that the Board of Trustees of the
Fountain Valley School District, at its meeting to be held on
November 9, 2017 at 7:00 p.m. in the Board Room
located at 10055 Slater Avenue, Fountain Valley, CA,
will conduct a public hearing on the initial contract proposal
between the Fountain Valley School District
and the Fountain Valley Education Association.

FOUNTAIN VALLEY SCHOOL DISTRICT
Mark Johnson



Fountain Valley School District
Personnel

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **APPROVAL OF 2017-2018 MEMORANDUM OF UNDERSTANDING
BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION
AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE
TEACHER INDUCTION PROGRAM CONSORTIUM**
Date: November 2, 2017

Background:

Teachers with Preliminary Teaching Credentials are required to participate in and successfully complete a state approved Induction Program in order to apply for a Professional Clear Teaching Credential.

This Memorandum of Understanding maintains a formal working relationship between the Orange County Department of Education and participating parties, including the Fountain Valley School District, to provide new teacher induction. This agreement sets forth the operating conditions that will govern the Teacher Induction Program Consortium. The goal of the Teacher Induction Program Consortium is to provide quality professional development and support to participating school district first-year and second-year teachers and their mentors. The Orange County Department of Education serves as the Local Educational Agency for the consortium and assumes responsibility for implementation, fiscal monitoring, and evaluation.

The success of the project is fostered through a collaborative Consortium process supported by the Induction Program Advisory Committee. This committee consists of a program director from the Orange County Department of Education, a program coordinator from each of the school districts, and a program liaison from the three institutions of higher education.

Fiscal Impact:

Fountain Valley School District will remit payment to OCDE for the cost of tuition for participating teachers and stipends for mentors by May 1, 2018. Upon receipt of a detailed disbursement document from OCDE, Fountain Valley School District will submit an invoice and OCDE will approve the disbursement and release the funds to reimburse Fountain Valley School District to cover the cost of substitute days for Induction candidates.

Recommendation:

It is recommended that the Board of Trustees approves the 2017- 2018 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley School District for the Orange County Department of Education Teacher Induction Program Consortium to continue the implementation of the Induction Program.

AGREEMENT NUMBER:

**Orange County Superintendent of Schools
*Institute for Leadership Development***

Orange County Department of Education Teacher Induction Program

MEMORANDUM OF UNDERSTANDING

2017 - 2018

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2017, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and **Fountain Valley School District**, hereinafter referred to as “participating school district/school”, and Azusa Pacific University, Brandman University and California State University, Fullerton hereinafter referred to as “Participating Institution of High Education (IHE)”, to form a Consortium, supporting qualifying teachers through the OCDE Teacher Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE Teacher Induction Program Consortium. Consortium members shall include but not be limited to the following participating school districts: Centralia School District, Cypress School District, Downey Unified School District, Fountain Valley School District, GOALS Academy, Huntington Beach City School District, Laguna Beach Unified School District, Los Alamitos Unified School District, Magnolia School District, Newport-Mesa Unified School District, Ocean View School District, Orange County Educational Arts Academy, Orange County School of the Arts, the Orange County Department of Education’s Alternative, Community & Correctional Education Schools and Services (ACCESS) Program, Westminster School District, and participating private schools enrolled through private school partnerships throughout Orange County.

B. GOALS

The goal of the OCDE Teacher Induction Program Consortium is to provide quality professional development and support to candidates required by the Commission on Teacher Credentialing to clear their preliminary multiple and/or single subject credentials through a CTC – approved Induction program. This support is provided by trained mentors who engage candidates in reflective practice and just in time support.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2017 and end on June 30, 2018.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE Induction Advisory Council is comprised of a senior level administrator from each General Education participating school/ district, at least one representative from the private school collaborative, at least one representative from the Education Specialist Induction Program, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT's designee; the Manager of the Institute for Leadership Development. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of three (3) times during the term of this MOU to review the design and implementation of the Induction Programs;
 - b. Provide operational leadership guidance for the Induction Programs; and
 - c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the Manager of the Institute for Leadership Development & I.L.D. program staff.
2. SUPERINTENDENT agrees to the following:
 - a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Manager, full-time Program Specialist, an Administrative Assistant and a Program Data Technician to provide direction and support for the OCDE Teacher Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for all OCDE Teacher Induction Program staff and secretarial support.
 - h. Provide all program materials to each participating school's Mentors, and to all candidates enrolled in the OCDE Teacher Induction Program.
 - i. Provide professional development and mentoring support to all candidates enrolled in the OCDE Teacher Induction Program.
 - j. Provide reimbursement for up to two (2) substitute days per candidate not to exceed the sum of One Hundred Fifty dollars (\$150) per substitute day. *Please note: documentation confirming the use of those sub days, along with an invoice, must be submitted to OCDE no later than May 30th, 2018.* See Exhibit A.

- k. Provide appropriate training(s) for one (1) Lead Mentor from each school/district, for Mentors assigned to candidates, and for those individuals identified by the OCDE Induction Advisory Council as future Induction Program leaders.
- l. Upon completion of the responsibilities defined in the 2017-2018 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand eight hundred dollars (\$1,800) per candidate served. Should a candidate or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of \$180 per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage.* See Exhibit B.
- m. Provide each participating school district/collaborative a Lead Mentor stipend based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

1 – 5	Candidates	\$1, 800.00
6 – 10	Candidates	\$2, 300.00
11 – 15	Candidates	\$2, 800.00
16 – 20	Candidates	\$3, 300.00
21 – 25	Candidates	\$3, 800.00
26 – 30	Candidates	\$4, 300.00
31 – 35	Candidates	\$4, 800.00
36 – 40	Candidates	\$5, 300.00
41 – 45	Candidates	\$5, 800.00
46 – 50	Candidates	\$6, 300.00

**For every additional 5 Candidates enrolled, the Lead Mentor stipend will be increased by \$500.00.*

- n. Provide each participating school/district an Assistant Lead Mentor stipend when the candidate enrollment exceeds twenty five. The stipend is based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

26 – 30	Candidates	\$1, 000.00
31 – 35	Candidates	\$1, 200.00
36 – 40	Candidates	\$1, 400.00
41 – 45	Candidates	\$1, 600.00
46 - 50	Candidates	\$1, 800.00

**For every additional 5 Candidates enrolled, the Assistant Lead Mentor stipend will be increased by \$200.00.*

In the event that the district enrollment exceeds twenty-five (25) candidates, the school/district may opt to establish Co-Leads, in lieu of one Lead Mentor and Assistant Lead Mentor. In this case, the school/district will receive the combined amount (Lead Mentor stipend + Assistant Lead Mentor stipend) to divide equally among the two Co-Leads. Co-Leads must be established prior to the start of the program year.

Finally, in the event that an Assistant Lead Mentor is needed, for short-term support, due to extenuating circumstances and candidate enrollment is less than twenty-five (25), the OCDE Induction Advisory Council may approve a \$500 stipend that will be paid to an identified individual to secure that support.

- o. Provide mentor support for those candidates hired after the close of enrollment and who must postpone their participation in an Induction program until the following academic year. Upon completion of the responsibilities defined in the 2017-2018 Support Mentor Agreement, each Support Mentor will be paid a stipend in the amount of One hundred twenty dollars (\$120) per month, per candidate served. See Exhibit C
 - p. Provide training for participating school/district Site Administrators in support of the California Standards for the Teaching Profession (CSTP), the Institute for Leadership Development's eight (8) identified Candidate Competencies, Induction Program Standards and/or other current educational issues.
 - q. Establish one (1) monthly Lead Mentor meeting from August – April to review program content and address Mentor needs. The OCDE Teacher Induction Program will reimburse the participating school/district at a rate not to exceed the sum of One Hundred Fifty dollars (\$150) per substitute day used by the Lead Mentor.
 - r. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments. All Returning Mentors are required to serve as a mentor assessor in a minimum of one (1) and maximum of three (3) Cadre sessions during the program year. The OCDE Teacher Induction Program will reimburse the participating school/district for substitute coverage at rate not to exceed the sum of One Hundred Fifty dollars (\$150) per substitute day by the Assessor.
 - s. Establish a cadre of Just-in-time mentors who will provide virtual support, in content areas, on an as needed basis. The OCDE Teacher Induction Program will compensate these mentors at a rate of \$60 per documented hour of support.
 - t. Convene and facilitate the OCDE Induction Advisory Council meetings.
 - u. Organize and facilitate OCDE Teacher Induction Program evaluations. Establish and maintain accurate records for the OCDE Teacher Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOL DISTRICTS AND INDEPENDENT SCHOOLS COVERING TUITION COSTS FOR THEIR CANDIDATES agree to do the following:
- a. Remit payment of \$3,600 per Candidate with their school or district by May 1, 2017.
 - b. Remit payment of \$180 per month for mentor support provided to candidates hired after the close of enrollment, but are required by the Commission on Teacher Credentialing to receive these services.
 - c. Identify a senior level administrator with decision making authority to serve as the school/district's "point of contact" for the OCDE Teacher Induction program. This

individual will sit on the OCDE Induction Advisory Council and adhere to the decisions made by the Council regardless of whether he/she is present during Council sessions. *Please note: In the case where this individual cannot attend the Council meeting, a designee will be sent to represent this school/district or independent school.*

- d. Support the identification of the Lead Mentor by the Manager of the Institute for Leadership Development. The Lead Mentor will attend appropriate meetings, monitor the implementation of the defined Induction program design and complete all required paperwork in a timely manner.
- e. Assist the Manager of the Institute for Leadership Development in the recruitment and enrollment of perspective candidates according to commission-defined criteria for eligibility. Those individuals responsible for the initial eligibility screening are to be current in their understanding of CTC regulations and procedures.
- f. Ensure that all newly-enrolled candidates participate in an advisement session and attend an initial orientation meeting that follows the OCDE Teacher Induction Program orientation protocol.
- g. Ensure that all candidates participate in appropriate training(s).
- h. Assist the Manager of the Institute for Leadership Development in the recruitment and selection of Mentors according to the established OCDE Induction Program criteria and process.
- i. Ensure that all Mentors understand the requirements of the OCDE Induction Program as defined for candidates and Mentors.
- j. Ensure that all Mentors attend all professional development required as defined for each mentor track i.e.; New Mentor or Returning Mentor.
- k. Ensure the appropriate tracking of all Substitute coverage used for the OCDE Induction Program and remit an invoice reflecting all Substitute coverage reimbursement on or before May 30th, 2018. OCDE will approve the invoice and release the funds no later than June 30th, 2018. OCDE reserves the right to make additional adjustments based on confirmed use of Substitute days.
- l. Upon receipt of the detailed disbursement document, each school/district will create an invoice for the total disbursement amount and send it to OCDE no later than May 1st, 2018. OCDE will approve the disbursement and release the funds no later than June 30th, 2018. OCDE reserves the right to make additional adjustments to final disbursement amount based on fulfilment of defined professional development responsibilities. Upon receipt of funds, the independent school or member district will issue Mentor stipends for the amounts defined in the final disbursement letter that accompanies the funds. This will be done by the school/district within fourteen days of receiving said funding.
- m. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.

- n. Participate in the evaluation of SB 2042 standards of the Induction Program.
 - o. Ensure that all Site Administrators who supervise an OCDE Teacher Induction Candidate participate in the following: Triad Meetings, Annual Site Administrator Update Session, Exit Presentations, End-of-Year Colloquium and all program evaluations.
4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Induction Program Preconditions & Standards.
 - b. Require the liaison to serve as a member of the OCDE Induction Advisory Council and attend all OCDE Induction Advisory Council meetings.
 - c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the OCDE Induction Advisory Council.
 - d. Participate in the development, assessment, and evaluation of the Induction Program.
 - e. Provide information to Consortium participants regarding university program opportunities as appropriate.
 - f. Facilitate appropriate support services as identified by the OCDE Induction Advisory Council and program staff.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:
- a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
 - b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
 - c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
 - d. In the event that a candidate chooses to withdraw from the OCDE Teacher Induction Program, that school/district will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.

- e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

SCHOOL DISTRICT: Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

1. In order to ensure that all candidates have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
 - b. Distribute documentation regarding the roles and responsibilities of candidates, Mentors, and School Site Administrators annually.
 - c. Partner to provide training for ALL Site Administrators that focuses on the Induction Program Standards, California Standards for the Teaching Profession, the eight (8) Institute for Leadership Development Candidate Competencies, Induction Program Standards and/or other current educational issues.
 - d. Collaborate in stakeholder meetings with candidates and Mentors to make program recommendations and revisions.
 - e. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE Teacher Induction Program.

G. TERMS AND CONDITIONS.

1. Any and all products developed for the OCDE Teacher Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate,

market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.

2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

Orange County Superintendent of Schools

Fountain Valley School District

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name Patricia McCaughey

Printed Name: _____

Title: Administrator

Title: _____

Date: _____

Date: _____



Orange County Department of Education
Institute for Leadership Development
 Teacher Induction Programs



2017 - 2018
Substitute Teacher Coverage Confirmation

Name: _____ District/School: _____

I am a *(select one):* ☐ Candidate

☐ Mentor

Date Sub needed: _____ *for (select one):* ☐ a full day
☐ a half day
☐ # of hours: _____

I secured a sub so that I could complete:

- ☐ Observe my Candidate (My Candidates' name is _____)
- ☐ Participate in a Focus Teacher Observation
- ☐ Lead Mentor Meeting

Signature of Individual Submitting this documentation: _____

Date of submission: _____

Signature of School Personnel*: _____

Print Name of School Personnel: _____

*This is to confirm that a substitute teacher was secured
 and should be signed by the appropriate party.

**Candidates and Mentors are to submit completed document to their LEAD MENTOR
 immediately following the use of the sub.**



Orange County Department of Education
Institute for Leadership Development
 Teacher Induction Program



2017-18 Mentor Agreement: General Education

I agree to serve as an Induction Mentor for the Orange County Teacher Induction program. I understand that I am making a two-year commitment to this program. As an Induction Mentor, I will develop and sustain a relationship with each Induction candidate I am assigned to, built upon collaboration and reflection. Upon successful completion of these agreements, I will receive a \$1,800.00 Mentor stipend.

Work with Gen Ed Induction candidate (Please initial your agreement on each line.)

- _____ meet **one-on-one** with each assigned Induction candidate for a minimum of one (1) hour per week
- _____ assist in the formulation of each assigned Induction candidate's Individualized Learning Plan;
- _____ assist in the collection of evidence documenting the application of each assigned Induction candidate's professional growth in his/her classroom;
- _____ facilitate each semester Triad meeting with the Site Administrator and Induction candidate;
- _____ assist in the identification of each assigned Induction candidate's driving question, the identification of three appropriate Case Study Students and the development of his/her Inquiry Project proposal;
- _____ conduct a classroom observation one time per semester for each candidate;
- _____ oversee each assigned Induction candidate's efforts in generating an **electronic portfolio** that demonstrates his/her competence as defined by the California Standards of the Teaching Profession, and the Institute for Leadership Development's Eight Candidate Competencies; and
- _____ participate in each end-of-semester reviews and the Induction candidate's Exit Presentation/Colloquium.

Documentation (Please initial your agreement on each line.)

- _____ identify a Mentor goal that will serve as a focus for my work in supporting Induction candidates;
- _____ complete all program assessments posted on www.Inductionsupport.com ;
- _____ maintain the Mentor Log used to document reflective conversations and support provided to the Induction candidate;
- _____ complete all Induction tools that have been defined in the Induction program design.

Professional Development (Please initial your agreement on each line.)

- _____ attend and actively participate in (3) Mandatory Mentor training sessions;
- _____ attend and actively participate in all scheduled Network meetings;
- _____ serve as an Assessor on at least one (1) Assessor Cadre during the program year (Returning Mentors only);
- _____ participate in ongoing online Forum discussions through www.Inductionsupport.com

 Mentor Name (Please print)

 Date

 Signature

 School/District



Orange County Department of Education
Institute for Leadership Development
 Teacher Induction Program



2017-18 Support Mentor Agreement: Gen Ed

I agree to serve as a Support Mentor for the Orange County Teacher Induction program. I understand that I am making a two-year commitment to this program. As a Support Mentor, I will develop and sustain a relationship with future Induction candidates who, due to their late hire, cannot enroll in the OCDE Teacher Induction Program until the next academic year. Upon successful completion of these agreements, I will receive my Mentor stipend at a rate of \$120.00 for each month of support provided per candidate I am assigned to.

Work with future Gen Ed Induction candidate (Please initial your agreement on each line.)

- _____ assist the candidate in establishing and maintaining an effective classroom management system;
- _____ meet **one-on-one** with each assigned candidate for a minimum of one (1) hour per week
- _____ assist the candidate in planning instruction;
- _____ assist the candidate in identifying appropriate assessments and using those instruments to assess student learning;
- _____ assist the candidate in analyzing data to confirm student learning and subsequent learning needs;
- _____ assist the candidate in defining and providing a system of instructional interventions for at-risk students;
- _____ assist the candidate in developing collaborative relationships with his/her teaching colleagues;
- _____ assist the candidate in developing relationships with the parents and families of the students they serve: and
- _____ assist the candidate in identifying and participating in appropriate professional development to support the evolution of his/her instructional practice.

Documentation (Please initial your agreement on each line.)

- _____ maintain the Mentor Log used to document reflective conversations and support provided to the assigned candidate(s);

Professional Development (Please initial your agreement on each line.)

- _____ attend and actively participate in one 2-hour ENCOMPASS session (New Mentors only).

 Mentor Name (Please print)

 Date

 Signature

 School/District



Fountain Valley School District
Personnel

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **APPROVAL OF 2017-2018 MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE EDUCATION SPECIALIST (ES) INDUCTION PROGRAM CONSORTIUM**
Date: November 2, 2017

Background:

Teachers with Preliminary Teaching Credentials are required to participate in and successfully complete a state approved Induction Program in order to apply for a Professional Clear Teaching Credential.

This Memorandum of Understanding is to establish a formal working relationship between the Orange County Department of Education and participating parties, including the Fountain Valley School District, to provide new teacher induction. This agreement sets forth the operating conditions that will govern the Education Specialist Induction Program Consortium. The goal of the Education Specialist Induction Program Consortium is to provide quality professional development and support to participating school district first-year and second-year Education Specialist teachers and their mentors. The Orange County Department of Education serves as the Local Educational Agency for the consortium and assumes responsibility for implementation, fiscal monitoring, and evaluation.

The success of the project is fostered through a collaborative Consortium process supported by the Induction Program Advisory Committee. This committee consists of a program director from the Orange County Department of Education, a program coordinator from each of the school districts, and a program liaison from the three institutions of higher education.

Fiscal Impact:

Fountain Valley School District will remit payment to OCDE for cost of tuition for participating teachers and stipends for mentors by May 1, 2018.

Upon receipt of a detailed disbursement document from OCDE, Fountain Valley School District will submit an invoice and OCDE will approve the disbursement and release the funds to reimburse Fountain Valley School District to cover the cost of substitute days for Induction candidates

Recommendation:

It is recommended that the Board of Trustees approves the 2017-2018 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley

School District for the Orange County Department of Education, Education Specialist (ES)
Induction Program Consortium to continue the implementation of the Induction program.

AGREEMENT NUMBER:

**Orange County Superintendent of Schools
*Institute for Leadership Development***

Orange County Department of Education, Education Specialist (ES) Induction Program

MEMORANDUM OF UNDERSTANDING

2017 - 2018

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2017, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and **Fountain Valley School District**, hereinafter referred to as “participating school”, and Azusa Pacific University, Chapman University and California State University, Fullerton hereinafter referred to as “Participating Institution of High Education (IHE)”, to form a Consortium, supporting qualifying teachers through the OCDE ES Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE ES Induction Program Consortium.

B. GOALS

The goal of the OCDE ES Induction Program Consortium is to provide quality professional development and support to candidates requiring Induction to clear their Education Specialist credentials as well the individuals assigned to provide reflective coaching and mentoring to those candidates.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2017 and end on June 30, 2018.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE Induction Advisory is comprised of a senior level administrator from each General Education participating school/ district, at least one representative from the private school collaborative, at least one representative from the Education Specialist Induction Program, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT’s designee; the Manager of the Institute for Leadership Development. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of three (3) times during the term of this MOU to review the design and implementation of the Induction Programs;
 - b. Provide operational leadership guidance for the Induction Programs; and

- c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the Manager of the Institute for Leadership Development & I.L.D. program staff.
2. SUPERINTENDENT agrees to the following:
- a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Manager, full-time Program Specialist, an Administrative Assistant and a Program Data Technician to provide direction and support for the OCDE Teacher Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for all OCDE ES Induction Program staff and secretarial support.
 - h. Provide all program materials to each participating school's Mentors, and to all candidates enrolled in the OCDE Teacher Induction Program.
 - i. Provide professional development and mentoring support to all candidates enrolled in the OCDE Teacher Induction Program.
 - j. Provide reimbursement for up to two (2) substitute days per candidate not to exceed the sum of One Hundred Fifty dollars (\$150) per substitute day. *Please note: documentation confirming the use of those sub days, along with an invoice, must be submitted to OCDE no later than May 30th, 2018. See Exhibit A.*
 - k. Provide appropriate training(s) for one (1) Lead Mentor from each school/district, for Mentors assigned to candidates, and for those individuals identified by the OCDE Induction Advisory Council as future Induction Program leaders.
 - l. Upon completion of the responsibilities defined in the 2017-2018 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand eight hundred dollars (\$1,800) per candidate served. Should a candidate or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of \$180 per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage. See Exhibit B*
 - m. Provide mentor support for those candidates hired after the close of enrollment and who must postpone their participation in an Induction program until the following academic

year. Upon completion of the responsibilities defined in the 2017-2018 Support Mentor Agreement, each Support Mentor will be paid a stipend in the amount of One hundred twenty dollars (\$120) per month, per candidate served. See Exhibit C

- n. Provide training for participating school/district Site Administrators in support of the California Standards for the Teaching Profession (CSTP), the Institute for Leadership Development's eight (8) identified Candidate Competencies, Induction Program Standards and/or other current educational issues.
 - o. Provide mentor support for those candidates hired after the close of enrollment and who must postpone their participation in an Induction program until the following academic year.
 - o. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments. All Returning Mentors are required to serve as a mentor assessor in a minimum of one (1) and maximum of three (3) Cadre sessions during the program year. The OCDE ES Induction Program will reimburse the participating school/district for substitute coverage at rate not to exceed the sum of One Hundred Fifty dollars (\$150) per substitute day by the Assessor.
 - p. Establish a cadre of Just-in-time mentors who will provide virtual support, in content areas, on an as needed basis. The OCDE Teacher Induction Program will compensate these mentors at a rate of \$60 per documented hour of support.
 - p. Convene and facilitate the OCDE Induction Advisory Council meetings.
 - q. Organize and facilitate OCDE ES Induction Program evaluations. Establish and maintain accurate records for the OCDE ES Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOL DISTRICTS AND INDEPENDENT SCHOOLS COVERING TUITION COSTS FOR THEIR CANDIDATES agree to do the following:
- a. Remit payment of \$3,600 per Participating Teacher with their school or district by May 1, 2018.
 - b. Remit payment of \$180 per month for mentor support provided to candidates hired after the close of enrollment, but are required by the Commission on Teacher Credentialing to receive these services.
 - c. Identify a senior level administrator with decision making authority to serve as the school/district's "point of contact" for the OCDE ES Induction program. This individual will sit on the OCDE Induction Advisory Council and adhere to the decisions made by the Council regardless of whether he/she is present during Council sessions. *Please note: In the case where this individual cannot attend the Council meeting, a designee will be sent to represent this school/district or independent school.*
 - d. Support the identification of the Lead Mentor by the Manager of the Institute for Leadership Development. The Lead Mentor will attend appropriate meetings, monitor

the implementation of the defined Induction program design and complete all required paperwork in a timely manner.

- e. Assist the Manager of the Institute for Leadership Development in the recruitment and enrollment of perspective candidates according to commission-defined criteria for eligibility. Those individuals responsible for the initial eligibility screening are to be current in their understanding of CTC regulations and procedures.
- f. Ensure that all newly-enrolled candidates participate in an advisement session and attend an initial orientation meeting that follows the OCDE ES Induction Program orientation protocol.
- g. Ensure that all candidates participate in appropriate training(s).
- h. Assist the Manager of the Institute for Leadership Development in the recruitment and selection of Mentors according to the established OCDE Induction Program criteria and process.
- i. Ensure that all Mentors understand the requirements of the OCDE Induction Program as defined for candidates and Mentors.
- j. Ensure that all Mentors attend all professional development required as defined for each mentor track i.e.; New Mentor or Returning Mentor
- k. Ensure the appropriate tracking of all Substitute coverage used for the OCDE ES Induction Program and remit an invoice reflecting all Substitute coverage reimbursement on or before May 30th, 2018. OCDE will approve the invoice and release the funds no later than June 30th, 2018. OCDE reserves the right to make additional adjustments based on confirmed use of Substitute days.
- l. Upon receipt of the detailed disbursement document, each school/district will create an invoice for the total disbursement amount and send it to OCDE no later than May 1st, 2018. OCDE will approve the disbursement and release the funds no later than June 30th, 2018. OCDE reserves the right to make additional adjustments to final disbursement amount based on fulfilment of defined professional development responsibilities. Upon receipt of funds, the independent school or member district will issue Mentor stipends for the amounts defined in the final disbursement letter that accompanies the funds. This will be done by the school/district within fourteen days of receiving said funding.
- m. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
- n. Participate in the evaluation of SB 2042 standards of the Induction Program.
- o. Ensure that all Site Administrators who supervise an OCDE ES Induction Candidate participate in the following: Triad Meetings, Annual Site Administrator Update Session, Exit Presentations, End-of-Year Colloquium and all program evaluations.

4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:

- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Induction Program Preconditions & Standards.
- b. Require the liaison to serve as a member of the OCDE Induction Advisory Council and attend all OCDE Induction Advisory Council meetings.
- c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the OCDE Induction Advisory Council.
- d. Participate in the development, assessment, and evaluation of the Induction Program.
- e. Provide information to Consortium participants regarding university program opportunities as appropriate.
- f. Facilitate appropriate support services as identified by the OCDE Induction Advisory Council and program staff.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:

- a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
- b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
- c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
- d. In the event that a candidate chooses to withdraw from the OCDE ES Induction Program, that school/district will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
- e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing,. The address to

which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

SCHOOL DISTRICT: Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

1. In order to ensure that all candidates have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
 - b. Distribute documentation regarding the roles and responsibilities of participating teachers, mentors, and school site administrators annually.
 - c. Partner to provide training for ALL Site Administrators that focuses on the Induction Program Standards, California Standards for the Teaching Profession, the eight (8) Institute for Leadership Development Candidate Competencies, Induction Program Standards and/or other current educational issues.
 - d. Collaborate in stakeholder meetings with Participating Teachers and Mentors to make program recommendations and revisions.
 - e. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE ES Induction Program.

G. TERMS AND CONDITIONS.

1. Any and all products developed for the OCDE ES Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

Orange County Superintendent of Schools

Fountain Valley School District

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name Patricia McCaughey

Printed Name: _____

Title: Administrator

Title: _____

Date: _____

Date: _____



Orange County Department of Education
 Institute for Leadership Development
 Teacher Induction Programs



2017 - 2018
Substitute Teacher Coverage Confirmation

Name: _____ District/School: _____

I am a (select one): ☐ Candidate

☐ Mentor

Date Sub needed: _____ for (select one): ☐ a full day
☐ a half day
☐ # of hours: _____

I secured a sub so that I could complete:

- ☐ Observe my Candidate (My Candidates' name is _____)
- ☐ Participate in a Focus Teacher Observation
- ☐ Lead Mentor Meeting

Signature of Individual Submitting this documentation: _____

Date of submission: _____

Signature of School Personnel*: _____

Print Name of School Personnel: _____

*This is to confirm that a substitute teacher was secured
 and should be signed by the appropriate party.

**Candidates and Mentors are to submit completed document to their LEAD MENTOR
 immediately following the use of the sub.**



Orange County Department of Education
Institute for Leadership Development
 Teacher Induction Program



2017-18 Mentor Agreement: Education Specialist

I agree to serve as an Induction Mentor for the Orange County Teacher Induction program. I understand that I am making a two-year commitment to this program. As an Induction Mentor, I will develop and sustain a relationship with each Induction candidate I am assigned to, built upon collaboration and reflection. Upon successful completion of these agreements, I will receive a \$1,800.00 Mentor stipend.

Work with Gen Ed Induction candidate (Please initial your agreement on each line.)

- ☐ meet **one-on-one** with each assigned Induction candidate for a minimum of one (1) hour per week
- ☐ assist in the formulation of each assigned Induction candidate's Individualized Learning Plan;
- ☐ assist in the collection of evidence documenting the application of each assigned Induction candidate's professional growth in his/her classroom;
- ☐ facilitate each semester Triad meeting with the Site Administrator and Induction candidate;
- ☐ assist in the identification of each assigned Induction candidate's driving question, the identification of three appropriate Case Study Students and the development of his/her Inquiry Project proposal;
- ☐ conduct a classroom observation one time per semester for each candidate;
- ☐ oversee each assigned Induction candidate's efforts in generating an **electronic portfolio** that demonstrates his/her competence as defined by the California Standards of the Teaching Profession, and the Institute for Leadership Development's Eight Candidate Competencies; and
- ☐ participate in each end-of-semester reviews and the Induction candidate's Exit Presentation/Colloquium.

Documentation (Please initial your agreement on each line.)

- ☐ identify a Mentor goal that will serve as a focus for my work in supporting Induction candidates;
- ☐ complete all program assessments posted on www.Inductionsupport.com ;
- ☐ maintain the Mentor Log used to document reflective conversations and support provided to the Induction candidate;
- ☐ complete all Induction tools that have been defined in the Induction program design.

Professional Development (Please initial your agreement on each line.)

- ☐ attend and actively participate in (3) Mandatory Mentor training sessions;
- ☐ attend and actively participate in all scheduled Network meetings;
- ☐ serve as an Assessor on at least one (1) Assessor Cadre during the program year (Returning Mentors only);
- ☐ participate in ongoing online Forum discussions through www.Inductionsupport.com

 Mentor Name (Please print)

 Date

 Signature

 School/District



Orange County Department of Education
Institute for Leadership Development
 Teacher Induction Program



2017-18 Support Mentor Agreement: Ed Specialist

I agree to serve as a Support Mentor for the Orange County Teacher Induction program. I understand that I am making a two-year commitment to this program. As a Support Mentor, I will develop and sustain a relationship with future Induction candidates who, due to their late hire, cannot enroll in the OCDE Teacher Induction Program until the next academic year. Upon successful completion of these agreements, I will receive my Mentor stipend at a rate of \$120.00 for each month of support provided per candidate I am assigned to.

Work with future Gen Ed Induction candidate (Please initial your agreement on each line.)

- _____ assist the candidate in establishing and maintaining an effective classroom management system;
- _____ meet **one-on-one** with each assigned candidate for a minimum of one (1) hour per week
- _____ assist the candidate in planning instruction;
- _____ assist the candidate in identifying appropriate assessments and using those instruments to assess student learning;
- _____ assist the candidate in analyzing data to confirm student learning and subsequent learning needs;
- _____ assist the candidate in defining and providing a system of instructional interventions for at-risk students;
- _____ assist the candidate in developing collaborative relationships with his/her teaching colleagues;
- _____ assist the candidate in developing relationships with the parents and families of the students they serve; and
- _____ assist the candidate in identifying and participating in appropriate professional development to support the evolution of his/her instructional practice.

Documentation (Please initial your agreement on each line.)

- _____ maintain the Mentor Log used to document reflective conversations and support provided to the assigned candidate(s);

 Mentor Name (Please print)

 Date

 Signature

 School/District



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVAL OF PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE
FOUNTAIN VALLEY SCHOOL DISTRICT AND THE COUNTY
OF ORANGE FOR DISTRICT PROPERTY LOCATED AT 265 S.
ANITA, ORANGE, CA GENERALLY KNOWN AS CROSSROADS
OFFICE PARK**
DATE: November 6, 2017

Background:

The District's Board previously declared the real property located at 265 S. Anita Drive, Orange, CA, known generally as the Crossroads Office Park (the "Property") surplus and directed staff to pursue selling the Property in accordance with the Education Code. Specifically, the District previously appointed a surplus property advisory committee, which held a series of public meetings and prepared a final report and recommendation to the Board. The Board accepted this report/recommendation, declared the Property surplus, and authorized the District to commence with its sale in accordance with the Education Code. The District then made offers to sell the Property to the public entities specified in Education Code.

The County of Orange ("County") indicated its interest in the Property and the District and the County entered into good faith negotiations. Such negotiations have been fruitful, and the District and County representatives and their respective legal counsel have finalized a proposed Purchase Agreement now being presented to the Board for approval.

Recommendation:

It is recommended that the Board of Trustees approves the purchase and sale agreement and joint escrow instructions by and between the Fountain Valley School District and the County of Orange for the District property located at 265 S. Anita, Orange, CA, generally known as the Crossroads Office Park.

DRAFT

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Between

FOUNTAIN VALLEY SCHOOL DISTRICT

and

COUNTY OF ORANGE

Effective Date: November __, 2017

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of November __, 2017 ("Effective Date"), by and between the FOUNTAIN VALLEY SCHOOL DISTRICT, a California public school district duly organized and validly existing under the laws of the State of California ("District" or "Seller" depending on context), and the COUNTY OF ORANGE ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller is the owner in fee of that certain real property consisting of approximately 2.10 acres of land located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park ("Land") more particularly described in the legal description attached to this Agreement as Exhibit "A," and incorporated herein by this reference.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Land, together with all improvements located thereon, all easements, licenses, and interests appurtenant thereto, and all land entitlements, owned or held by Seller in connection with the Land (collectively, the "Property").

NOW THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE OF PROPERTY.

1.1 Agreement to Purchase. Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

1.2 Amount of Purchase Price. The purchase price which Seller agrees to accept and Buyer agrees to pay for the Property is the sum of SEVEN MILLION SEVEN HUNDRED NINETY NINE THOUSAND AND FIFTY DOLLARS (\$7,799,050.00) (the "Purchase Price").

1.3 Payment of Purchase Price. No later than 1:00 p.m. on the business day preceding the Closing Date (as that term is defined in Section 3.2) or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit with Escrow Holder the Purchase Price, less any previously deposited amounts as required hereunder.

1.4 Deposits.

1.4.1 Initial Deposit. Buyer shall place into escrow FIFTY THOUSAND DOLLARS (\$50,000.00), as a good faith refundable deposit (“Initial Deposit”) upon execution by both Parties of this Agreement and the opening of escrow, which is to occur within five (5) business days of the Effective Date as set forth in Section 3.1. The Initial Deposit shall be non-refundable upon expiration of the Due Diligence Period as defined below. Should Buyer elect to terminate the Escrow pursuant to the provisions of this Agreement on or before the expiration of the “Due Diligence Period” (as hereinafter defined in Section 2.2) the Initial Deposit plus any interest accrued thereon, shall be immediately returned by Escrow Holder to Buyer, this Agreement and the Escrow it creates pursuant hereto shall be deemed terminated, and neither Party shall have any further rights or obligations hereunder.

1.4.2 Retention of Deposit Payments. The Initial Deposit and any other payments, if any, received by Escrow Holder will be, until the release to Seller or the Close of Escrow, as applicable, kept on deposit in a federally insured State or national Bank.

1.4.3 Interest. Escrow Holder shall be required to hold the Initial Deposit and any other payments, if any, in an interest-bearing account, with interest accruing for the benefit of the Buyer.

1.4.4 Independent Consideration: In addition to the Deposit Payments, within one (1) business day following the Effective Date, Buyer shall also deposit or cause to be deposited with Escrow Holder the additional sum of ONE HUNDRED DOLLARS (\$100.00) (the “Independent Consideration”). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate this Agreement as provided herein.

2. INSPECTIONS AND REVIEW.

2.1 Delivery of Due Diligence Materials. Within five (5) days of the Effective Date, Seller shall deliver to Buyer copies of (unless otherwise already provided to Buyer) all documents, reports, agreements, or other items in its possession or control relating to the Property, including, without limitation, the following (collectively, the “Due Diligence Materials”): (i) all licenses, leases, and permits affecting or relating to the ownership, subdivision, possession or development of the Property or the construction of improvements thereon, and all amendments and modifications thereto; (ii) applications and correspondence or other written communications to or from any governmental entity, department or agency other than District regarding any permit, approval, consent or authorization with respect to the development of the Property or the construction of improvements thereon; (iii) the most recent survey, if any, pertaining to the Property or any portion thereof; and (iv) soils reports, engineering data, environmental reports, and other data or studies pertaining to the Property or any portion thereof.

2.2 Inspections. Subject to notice and coordination requirements set forth herein, Buyer and its representatives, agents, engineers, consultants, contractors, and designees shall

have the right to enter onto the Property from and after the Effective Date through and including the date which is forty five (45) after the Effective Date unless extended pursuant to Section 2.2.1 below (the "Due Diligence Period"), for purposes of examining, inspecting and investigating the Property including the site, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, and, at Buyer's sole and absolute discretion, determining whether the Property is acceptable to Buyer. However, in no event shall Buyer take any action that impacts the Property or any current tenant prior to the Close of Escrow or obligate Seller to take any action or incur any obligation or cost as a result of Buyer's due diligence or discussions. In the event that Buyer enters upon Property at any time prior to the Close of Escrow, Buyer hereby agrees to indemnify, defend, and hold Seller harmless from any actions, damages, liability, liens or claims which may be asserted against Seller as a result of entry or activities on or about the Property by the Buyer or any of its representatives, agents, engineers, consultants, contractors and designees. Prior to entering onto the Property before the Close of Escrow, Buyer shall provide Seller with twenty-four (24) hours written notice and shall only enter onto the Property and/or meet with any current tenants of the Property after coordinating with the Seller's representative, identified as **[identify contact name and phone number/email]** as to the timing. All meetings, if any, between Buyer and current tenants of the Property shall only take place with a Seller representative present. Seller reserves the right to prohibit or restrict access to the Property at any time to ensure the current tenant's use of the Property is not disturbed. Prior to entering onto the Property before the Close of Escrow, Buyer shall, at its own cost and expense, obtain public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Buyer's investigation or inspection of Property in amounts not less than:

(a) General Liability and Property Damage. Buyer agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of comprehensive general liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Buyer's due diligence review and presence on the Property. Such insurance shall be in amounts not less than \$5,000,000 per occurrence; \$5,000,000 for property damage and \$15,000,000 for general aggregate.

(b) Automobile Liability. Buyer also agrees to maintain in full force and effect with regard to any vehicles which Buyer brings onto the Property a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident.

(c) Workers' Compensation. Buyer shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(d) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued by a company or companies lawfully authorized to do business in California as admitted carriers. Buyer shall require all third parties hired by Buyer to perform due diligence review of the Property to maintain the same policies and coverage amounts listed

above. Seller shall be designated as an additional named insured. Prior to entry, Buyer shall provide Seller with Certificates of Insurance. All insurance required under this Agreement shall be primary and shall waive all rights of subrogation. Any insurance carried by Seller is excess and non-contributory with such primary insurance.

(e) Right to Self-Insure. In lieu of commercial insurance, Buyer shall retain the right to self-insure all or any portion of its insurance obligations under this Agreement.

Furthermore, after entering onto the Property before the Close of Escrow, Buyer shall, in a timely manner, repair any and all damage to the Property caused by such inspections or investigations.

2.2.1 Due Diligence Period Extensions. At Buyer's option, Buyer may extend the Due Diligence Period, at no cost, by an additional thirty (30) days ("Due Diligence Extension") by providing written notice to Seller of the need to extend the Due Diligence Period. Buyer may only exercise this Due Diligence Extension option if Buyer determines additional "Detailed Investigations" of the Property are necessary. This "Detailed Investigation" must involve an investigation and report which triggers a subsequent report or analysis regarding the mechanical or structural sufficiency of the Property's buildings, or an environmental analysis beyond a Phase 1 Environmental Assessment. To exercise this Due Diligence Extension, Buyer must provide the Seller with any and all written reports or summary documents which purport to trigger the Detailed Investigation, and confirm that the Buyer will later provide a copy of the written report or analysis that will result from the Detailed Investigation. Nothing herein shall be interpreted to allow Buyer to conduct any deconstructive testing, any and all of which must be approved by Seller, in its sole discretion, in writing, before conducted.

2.3 Disclaimer of Warranties. Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Property. Except as expressly set forth herein, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, the suitability of the Property for the Project, or the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning the Property made by it, the District and their employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage. The Seller makes no representation or warranty concerning the compaction of soil upon the Property, nor of the suitability of the soil for construction.

2.4 Hazardous Materials. Buyer, and each of the entities constituting Buyer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges District, its directors, officers, shareholders, employees, and agents, and its respective heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings,

demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties. In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BUYER’S INITIALS: _____ SELLER’S INITIALS: _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify and hold harmless District and its officers, directors, employees, agents and representatives (collectively, the “Indemnified Parties”) from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys’ fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this section, Buyer shall use its diligent efforts to obtain for District the same releases, indemnities and other comparable provisions.

For purposes of this Section 2.4, the following terms shall have the following meanings.

(a) “Environmental Claim” means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including,

without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

(b) “Environmental Cleanup Liability” means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(c) “Environmental Compliance Cost” means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. “Environmental Compliance Cost” shall include all costs necessary to demonstrate that the Property is capable of such compliance.

(d) “Environmental Law” means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(e) “Hazardous Material” is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California

Water Code; (J) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer’s release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Agreement and shall continue in perpetuity.

2.5 Disapproval/Termination. Buyer shall notify Seller and Escrow Holder in writing (“Buyer’s Due Diligence Notice”) on or before the expiration of the Due Diligence Period of Buyer’s approval or disapproval of the Due Diligence Materials, the condition of the Property and Buyer’s investigations with respect thereto. Upon Buyer’s approval of the Due Diligence Period, the Initial Deposit shall become non-refundable. Buyer’s disapproval of any of said items shall constitute Buyer’s election to terminate this Agreement and cancel the Escrow. Buyer’s failure to deliver Buyer’s Due Diligence Notice on or before the expiration of the Due Diligence Period shall be conclusively deemed Buyer’s disapproval thereof.

2.6 Title Review. Within five (5) calendar days after the Effective Date of this Agreement, Buyer shall obtain a preliminary title report for the Property, together with copies of all written instruments creating the exceptions specified therein, and a plat map, if requested by Buyer, plotting all easements specified therein (collectively, the “Title Report”). Within fifteen (15) calendar days after the Effective Date of this Agreement, Buyer shall notify Seller in writing (“Buyer’s Objection Notice”) on or before the expiration of the Due Diligence Period of any objections Buyer may have to the title exceptions contained in the Preliminary Title Report. Buyer’s failure to provide Seller with a Buyer’s Objection Notice within said period shall constitute Buyer’s approval of all exceptions to title shown on the Preliminary Title Report. Seller shall have a period of ten (10) calendar days after receipt of Buyer’s Objection Notice in which to deliver written notice to Buyer (“Seller’s Notice”) of Seller’s election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions and terminate Escrow and this Agreement. If Seller notifies Buyer of its election to terminate Escrow rather than remove and cure the objectionable items, Buyer shall have the right, by written notice delivered to Seller within five (5) calendar days after Buyer’s receipt of Seller’s Notice, to agree to accept the Property subject to the objectionable items, in which event Seller’s election to terminate the Escrow shall be of no effect, and Buyer shall take title at the Close of Escrow subject to such objectionable items without any adjustment to or credit against the Purchase Price.

Upon the issuance of any amendment or supplement to the Title Report which adds additional exceptions, or adds any new requirement, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer’s initial period

of review and approval or disapproval of any such additional exceptions shall be limited to five (5) calendar days following Buyer's and Buyer's attorney's receipt of the instrument(s) creating such additional exceptions.

2.7 Buyer Negotiations with Tenants. While not a condition to Closing, Seller and Buyer acknowledge and agree that during the term of this Agreement, Buyer may enter into direct discussions with any existing tenants on the Property to discuss the term of their tenancy in order to gain a greater understanding of tenancy issues; provided, however, that no such discussions shall culminate in any agreements which will be effective until after the Close of Escrow. In no event shall any such negotiations or resulting agreements be deemed a condition of Closing or otherwise allow Buyer to void its obligations under this Agreement, and in no event shall Buyer's negotiations, or any agreements entered with any tenant, if any, create any obligation or duty as to the Seller. The Parties agree that prior to any such negotiations with a tenant or tenants, Buyer shall provide a statement to tenant(s) that includes the following language: "The Fountain Valley School District is not a party to any of Buyer's discussions or dealings with any tenant, and the District is in no way endorsing Buyer or any information provided by Buyer. Neither the District nor the Buyer guarantees that the Buyer will take title to the Property. Buyer agrees that any negotiations or agreements regarding the Property which may occur between Buyer and any tenant shall not take effect until after the Close of Escrow for the Property between District and Buyer."

Furthermore, Seller agrees to not enter into any new lease agreements or negotiations for any extensions thereof related to the Property, except those identified to Buyer as of the Effective Date.

3. ESCROW.

3.1 Escrow Instructions; Opening of Escrow. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail. Within five (5) business days of the Effective Date of this Agreement, the Parties shall open an escrow (the "Escrow") with First American Title ("Escrow Holder") at its offices located at 18500 Von Karman Ave., Ste 600, Irvine, CA 92612; Tel: 949-885-2405; Email: jagould@firstam.com; Attn: Jeanne Gould, by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder (the "Opening of Escrow"). Escrow Holder shall provide each of the parties in Section 6.3 with written confirmation of the date of the Opening of Escrow. Furthermore, title insurance services related to this Agreement shall be provided by First American Title ("Escrow Holder") at its offices located at 18500 Von Karman Ave., Ste 600, Irvine, CA 92612; Tel: 949-885-2405; Email: jagould@firstam.com; Attn: Jeanne Gould.

3.2 Close of Escrow; Closing Date. Escrow shall close no later than the date that is fifteen (15) days after the expiration of the Due Diligence Period, and after all of the conditions to closing described in Section 4 below have been satisfied or waived by the respective Party (the "Closing Date") ("Closing Date," "Close of Escrow," and/or the "Closing"). Provided that all of

the conditions of this Agreement shall have been satisfied (or waived, if applicable) prior to or on the Closing Date, the Closing of this transaction for the acquisition of the Property shall take place at the offices of Escrow Holder on or before the Outside Closing Date set forth herein ("Closing Date") unless both Parties mutually agree to extend. For purposes herein, the term "Close of Escrow" shall mean the date on which a fully executed and acknowledged original of the Grant Deed is recorded in the Official Records of Orange County, California.

3.3 Deliveries by Seller. No later than 1:00 p.m. on the date two business days preceding the Closing Date, Seller shall deliver to Escrow Holder:

(a) an executed grant deed in the form of Exhibit "B" attached to this Agreement (the "Grant Deed") conveying to Buyer fee simple title to the Property, duly executed and acknowledged by Seller;

(b) an executed certificate of non-foreign status in the form attached hereto as Exhibit "C" and California Franchise Tax Board Form 590-RE, each executed by Seller;

(c) an executed counterpart of an assignment and bill of sale ("Assignment and Bill of Sale") in the form attached hereto as Exhibit "D";

(d) an executed counterpart of an assignment and assumption agreement related to each lease ("Assignment and Assumption Agreement") in the form attached hereto as Exhibit "E";

(e) an original or true, correct and complete copy of all leases related to the Property and any amendments/addendums thereto;

(f) an executed estoppel certificate ("Estoppel Certificate") from each tenant under each lease, if such is received by Seller from any tenant, in the form attached hereto as Exhibit "F"; however, executed Estoppel Certificates are not a condition to Closing;

(g) a copy of notice to each tenant advising it of the assignment of each lease and instructions for the payment of future rent under each lease; and

(h) all other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including Seller's portion of prorations, if any.

3.4 Deliveries by Buyer. No later than 1:00 p.m. on the business day preceding the Closing Date, and after Seller's deliveries pursuant to Section 3.3 above, Buyer shall deliver to Escrow Holder:

(a) the Purchase Price, less Initial Deposit as provided in Section 1.4.1 and any other payments made, if applicable;

(b) an executed counterpart of the Assignment and Bill of Sale;

(c) an executed counterpart of the Assignment and Assumption Agreement related to each lease;

(d) All other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including the Escrow fees and Buyers' portion of prorations, if any.

3.5 Closing, Recording and Disbursements. On or before the Closing Date, and when all of the conditions precedent to the Close of Escrow set forth in Section 4 of this Agreement have been satisfied or waived in writing, Escrow Holder shall take the actions set forth in this Section 3.5.

3.5.1 Recording. Escrow Holder shall cause the Grant Deed to be recorded in the Official Records of Orange County, California.

3.5.2 Disbursement of Funds. Escrow Holder shall disburse to Seller the remainder of the Purchase Price, less those mutually agreed upon prorations chargeable to Seller, if any.

3.5.3 Title Policy. Escrow Holder shall deliver to Buyer a commitment to issue the Title Policy referred to in Section 4.1.3 of this Agreement.

3.5.4 Delivery of Documents to Buyer. Escrow Holder shall deliver to Buyer a conformed copy of the Grant Deed, and any other documents (or copies thereof) deposited by Seller with Escrow Holder pursuant to this Agreement. The original of the Grant Deed shall be returned to Buyer after recordation.

3.5.5 Delivery of Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed, Grant of Easement and any other documents (or copies thereof) deposited by Buyer with Escrow Holder pursuant to this Agreement.

3.5.6 Real Property Taxes. All non-delinquent general and special real property taxes and assessments shall be prorated to the Close of Escrow.

3.5.7 Rent and Other Items. All rent and other payments due to Seller under the Leases shall be prorated as of the Closing Date, with the rents accrued on and before the Closing Date being allocated to the Seller.

3.6 Payment of Costs. Buyer shall pay the Escrow fee, all documentary transfer taxes, and all title insurance premiums for the CLTA standard owner's form policy. Buyer shall pay all charges for recording the Grant Deed, the title insurance premium for any additional cost of obtaining any additional coverage requested by the Buyer, including the difference between an CLTA standard owner's policy and an ALTA extended owner's policy. Seller and Buyer shall each be responsible for their respective attorneys' fees. All other costs of Escrow not specifically allocated in this Agreement shall be paid by Buyer.

4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

4.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Buyer of each of the conditions precedent set forth in this Section 4.1.

4.1.1 Seller's Performance. Seller is not in material default of any term or condition of this Agreement.

4.1.2 Seller Deliveries Made. Seller has deposited with Escrow Holder all documents required of Seller by this Agreement.

4.1.3 Title Policy. Title Officer has committed to issue to Buyer an CLTA standard, or at Buyer's choice, an extended coverage owner's policy of title insurance ("Title Policy"), with liability in the amount of the Purchase Price, showing fee title to the Property vested in the Buyer, subject only to:

(a) the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Escrow Holder,

(b) title exceptions approved by Buyer pursuant to Section 2.6 of this Agreement;

(c) title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement; and

(d) any other exceptions approved in writing by Buyer.

The terms of sub-sections (a) through (d), inclusive, being herein collectively referred to as the "Permitted Exceptions."

4.1.4 Representations and Warranties. All representations and warranties made by Seller in this Agreement are true and correct as of the Closing as though made at that time.

4.2 Conditions to Seller's Obligations. Seller's obligations to convey the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Seller of each of the conditions precedent set forth in this Section 4.2.

4.2.1 Buyer's Performance. Buyer is not in material default of any term or condition of this Agreement.

4.2.2 Buyer Deliveries Made. Buyer has deposited with Escrow Holder all sums and documents required of Buyer by this Agreement.

4.2.3 Representations and Warranties. All representations and warranties made by Buyer in this Agreement are true and correct as of the closing as though made at that time.

4.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each Party shall use its diligent best efforts, in good faith, and at its own cost, to satisfy such condition. Where satisfaction of any of the foregoing conditions requires the approval of a Party, such approval shall be in such Party's sole and absolute discretion.

4.4 Waiver. Buyer may at any time or times, at its election, waive any of the conditions set forth in Section 4.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. Seller may at any time or times, at its election, waive any of the conditions set forth in Section 4.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

4.5 Termination. In the event each of the conditions set forth in Section 4.1 is not fulfilled within the time provided in Section 4.1 or waived by Buyer pursuant to Section 4.4, Buyer may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Buyer, Buyer shall be entitled to a refund of any and all payments made by Buyer, including any Initial Deposit or other payments made, if any; provided however, Buyer shall not be entitled to any such refund for failure of the conditions set forth in Section 4.1.3 to be fulfilled within the time provided by Section 4.1. In the event that the conditions set forth in Section 4.2 are not fulfilled or waived prior to the Closing Date, Seller may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Seller, Buyer shall not be entitled to any refund, or portion thereof, of the Initial Deposit or other payments made, if any. In the event of termination of this Agreement by either Party, all documents delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and all documents delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer and Buyer shall deliver to Seller all third party reports or work product performed by the Buyer or any of the Buyer's consultants, contractors or agents that pertains to the Property and all rights to such reports and work product shall be assigned to the Seller automatically upon such termination without further action by Buyer or Seller. Nothing in this Section 4.5 shall be construed as releasing any Party from liability for any default of its obligations hereunder or breach of its representations and warranties under this Agreement occurring prior to the termination of this Agreement and/or the Escrow to be opened hereunder.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement, (ii) is true in all respects as of the date hereof and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow.

(a) Seller has full right, power, and authority to enter into this Agreement and perform Seller's obligations hereunder. This Agreement and all other documents delivered by Seller to Buyer now or at the Close of Escrow, have been or will be duly executed and delivered by Seller and are legal, valid, and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property, are enforceable in accordance with their respective terms, and do not violate any provisions of any agreement to which Seller is a party.

(b) To the best of Seller's knowledge, there are no pending or threatened, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations

against or affecting the Property or relating to the ownership, maintenance, use or operation of the Property.

(c) There are no leases or other agreements between Seller and a third party relating to an existing right of possession and/or occupancy of the Property by any person or entity other than Buyer, other than those identified in the Due Diligence Materials or disclosed to Buyer during the Due Diligence Period.

If Seller becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller hereunder, whether as of the date given or any time thereafter through the Closing Date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of any liabilities or obligations with respect thereto.

5.2 Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, which is (i) is material and relied upon by Seller in making its determination to enter into this Agreement, (ii) is true in all respects as of the date hereof and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow:

Buyer has full right, power, and authority to enter into this Agreement and perform Buyer's obligations hereunder. This Agreement and all other documents delivered by Buyer to Seller now or at the Close of Escrow, have been or will be duly executed and delivered by Buyer and are legal, valid, and binding obligations of Buyer, are enforceable in accordance with their respective terms, and do not violate any provisions of any agreement to which Buyer is a party.

If Buyer becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Buyer hereunder, whether as of the date given or any time thereafter through the Closing Date, Buyer will give immediate written notice of such changed fact or circumstance to Seller, but such notice shall not release Buyer of any liabilities or obligations with respect thereto.

5.3 Brokerage Commissions. Seller and Buyer each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement, unless as otherwise disclosed by Buyer prior to the Effective Date. Furthermore, should Buyer disclose any broker's commission and/or finder's fee applicable to the transactions contemplated by this Agreement, such commission and/or finder's fee shall in no way apply to the District, the Purchase Price, or any payments by the Parties hereunder. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

5.4 "AS-IS". Except as provided in Section 5.1 above, Seller makes no representation or warranty of any kind as to the Property, including, but not limited to, the physical condition of the Property or the existence of any Hazardous Substance on or under the

Property. As more specifically set forth in Sections 2.3 and 2.4 herein, Buyer acknowledges and agrees that except as specifically set forth herein it is purchasing the Property in an "As-Is" condition and further acknowledges that Buyer is assuming all risk associated with any use, generation, storage, disposal, discharge, release, presence or transportation of any Hazardous Substances on, under, or about the Property and that Buyer will defend, indemnify and hold the Seller harmless from any liability for any such use, generation, storage, disposal, discharge, release, presence or transportation. Nothing in this Section 5.4 shall limit the effect of Sections 2.3, 2.4 or any other Section herein.

5.5 LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IN THE EVENT OF A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, ACTUAL DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THEREFORE, AGREE THAT THE INITIAL DEPOSIT PAID HEREUNDER SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE. BUYER HEREBY IRREVOCABLY INSTRUCTS ESCROW HOLDER, UPON SUCH BREACH OR DEFAULT BY BUYER, TO RELEASE SAID PAYMENT(S) AND ACCRUED INTEREST THEREON TO SELLER SHOULD ESCROW HOLDER THEN BE IN POSSESSION THEREOF. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Buyer's Initials _____ Date _____
Seller's Initials _____ Date _____

6. MISCELLANEOUS.

6.1 Costs of Conveyance. All costs not covered in Section 3.6 herein shall be paid solely by Buyer, including, but not limited to, costs associated with further appraisals, inspections, title reports, preparation and recordation of documents, inspections and testing, and production of reproduction of Due Diligence Materials not otherwise provided by Seller.

6.2 Attorneys' Fees; Litigation. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees. The only remedies available to either Party in the enforcement of this Agreement or any obligation under this agreement shall be for injunctive relief, specific performance, and similar equitable remedies. No other remedy, including any remedy for damages shall be available to either Party in the enforcement of this Agreement or in the event of a default under the terms of this Agreement. In addition, neither Party shall be obligated for any economic or consequential damages or damages for lost profit or any other damages of like kind or nature in the event of a default on the part of the other Party.

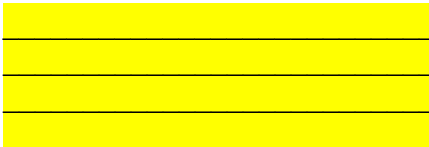
6.3 Notices. All notices required to be delivered under this Agreement to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof; (ii) upon receipt by the other Party or refusal to accept delivery by

the other Party of United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of an email, telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

To District: Fountain Valley School District
Christine Fullerton, Assistant Superintendent, Business Services
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

With copy to: Atkinson, Andelson, Loya, Ruud & Romo
Attn: Andreas Chialtas
12800 Center Court Dr., Suite 300
Cerritos, CA 90703-8597

To County County of Orange, County Executive Office
Scott D. Mayer, Chief Real Estate Officer
333 West Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

With copy to: 

Email addresses are provided for convenience of communications between the parties but shall not constitute notice under this Section.

6.4 Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

6.5 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

6.6 Assignment. This Agreement and all of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. At any time prior to the Close of Escrow, Buyer, without being relieved of any liability hereunder, may assign its rights under this Agreement to any entity controlled by Buyer,

any entity for which Buyer acts as asset manager or any entity in which Buyer has a material economic interest.

6.7 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

6.8 Binding on Heirs. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

6.9 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement. Unless otherwise defined in this Agreement, if the expiration date of a time period of this Agreement falls on a Saturday, Sunday or national holiday, such time period shall be extended to the next business day.

6.10 Condemnation. In the event that any substantial portion of the Property is taken or designated to be taken by condemnation proceedings, or proceedings in lieu thereof, prior to the Close of Escrow, Buyer shall have the right to terminate this Agreement and cancel Escrow by delivering to Seller and Escrow Holder written notice thereof. "Substantial portion" used in this Section 6.10, shall be defined as ten percent (10%) or more of the Property or the taking of a portion of the Property which materially affects the subdivision and development of the remainder of the Property. In the event Buyer does not elect to terminate this Agreement pursuant to this Section 6.10, Buyer shall be entitled to all condemnation proceeds upon the Close of Escrow for the purchase and sale of the Property.

6.11 Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

6.12 Exhibits. Exhibits "A," "B," "C," "D," "E," and "F" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

- "A" - LEGAL DESCRIPTION OF LAND
- "B" - GRANT DEED
- "C" - NON-FOREIGN AFFIDAVIT
- "D" - ASSIGNMENT AND BILL OF SALE
- "E" - ASSIGNMENT AND ASSUMPTION AGREEMENT
- "F" - FORM OF ESTOPPEL CERTIFICATE

6.13 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and Seller and Buyer acknowledge and agree that they are each bound by the same.

6.14 Section References. Any reference to any section of this Agreement cited without a decimal includes all sections following the cited section. For example, a reference to Section 5 includes 5.1, 5.1(a) *et seq.*

6.15 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.16 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement with venue in Orange County, California.

6.17 Covenants to Survive Escrow. The covenants and agreements contained in this Agreement shall survive the Close of Escrow.

6.18 Conflicts of Interest. No director, officer, official, representative, agent or employee of the Buyer or Seller shall have any financial interest, direct or indirect, in this Agreement.

6.19 Nondiscrimination. There shall be no discrimination by Seller nor Buyer against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.20 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, or any other rights or remedies for the same default or any other default by another party.

6.21 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

6.22 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property, and/or to accomplish the objectives and requirements that are set out in this Agreement. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement and the Exhibits attached hereto.

*** * * Signatures on Following Page * * ***

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Seller:

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Its: _____

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____

Andreas C. Chialtas, Esq., Legal Counsel for
Fountain Valley School District

Buyer:

COUNTY OF ORANGE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF LAND

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

COUNTY OF ORANGE

[insert address]

(Space Above For Recorder's Use)

*add applicable transfer/documentary
tax information*

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FOUNTAIN VALLEY SCHOOL DISTRICT, a California public school district duly organized and validly existing under the laws of the state of California, hereby grants to COUNTY OF ORANGE that certain real property located in the City of Orange, State of California, along with all improvements thereon, as described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

1. Current taxes and assessments. The property interest conveyed herein may be subject to real property taxation and/or assessment. In such event, (lessee, permittee, concessionaire, etc.) shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the (leased, assigned, concession, etc.) premises and any improvements or fixtures located thereon.

2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

Dated: _____

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Its: _____

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF LAND

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that the transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform COUNTY OF ORANGE ("Transferee"), that withholding of tax is not required upon the sale by FOUNTAIN VALLEY SCHOOL DISTRICT, a California public school district duly organized and validly existing under the laws of the state of California ("Transferor"), of its fee simple interest in that certain real property sold pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated November ____, 2017, which real property is described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and the income tax regulations promulgated thereunder);

2. The Transferor's United States Taxpayer Identification Number is _____;

3. The Transferor's office address is 10055 Slater Avenue Fountain Valley, CA 92708; and

4. The Internal Revenue Service has not issued any notice with respect to Transferor or listed Transferor as a person whose affidavit may not be relied upon for purposes of Section 1445 of the Internal Revenue Code.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I am the Vice President of Administrative Services of Transferor and that I have authority to sign this document on behalf of the Transferor.

Dated: _____

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Its: _____

EXHIBIT “A” TO NON-FOREIGN AFFIDAVIT
LEGAL DESCRIPTION OF LAND

EXHIBIT “D”

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AGREEMENT AND BILL OF SALE (“Assignment and Bill of Sale”) to the Purchase and Sale and Joint Escrow Instructions (“Purchase Agreement”) by and between FOUNTAIN VALLEY SCHOOL DISTRICT, a California public school district duly organized and validly existing under the laws of the state of California (“District” or “Seller” depending on context) and the COUNTY OF ORANGE (“Buyer”) dated November __, 20 __, is hereby entered into this ____ day of _____, 2017 (“Effective Date”) as follows:

A. WHEREAS, District and Buyer have entered into the Purchase Agreement for the sale by District to Buyer of that certain real property consisting of approximately 2.10 acres of land located at 265 S. Anita Drive, Orange, California (“Property”) as more particularly set forth in the Purchase Agreement; and

B. WHEREAS, the execution and delivery of this Assignment and Bill of Sale is required to consummate the Close of Escrow. Capitalized terms used herein and not otherwise defined shall have the meanings provided to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the benefits set forth herein and in the Purchase Agreement, the parties hereto hereby agree as follows:

Seller hereby grants, sells, conveys, assigns, transfers, sets over to, and vests in the Buyer, its successors and assigns, all of the right, title, and interest, legal or equitable, of the Seller in and to any and all improvements and fixtures associated with the Property, excepting all of Seller’s personal property, furnishing, equipment, and materials, which shall be removed from the Property prior to the Close of Escrow.

Seller hereby assigns all of its right, title and interest in and to the Property to Buyer, including: all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by governmental authorities with jurisdiction over the Property, or otherwise in connection with the Property; any and all development rights and other intangible rights, titles, interests, privileges and appurtenances owned by District and in any way related to or used in connection with the Property and its operation; and all licenses, consents, easements, rights of way and approvals required from private parties to make use of the utilities (collectively, “Licenses and Permits”); and

Seller hereby assigns, sells, transfers, sets over and delivers unto Buyer all of District’s estate, right, title and interest in and to the Licenses and Permits, and Buyer hereby accepts such Assignment and Bill of Sale.

Although the Property is being sold by Seller and Buyer in an “AS-IS” condition, as a courtesy to Buyer, and without any indemnification or representation regarding the extent, nature, quality or even existence of any Licenses and Permits, Seller hereby covenants that Seller will, from time to time as reasonably necessary, upon written request therefore, execute and deliver to Buyer, Buyer’s successors, nominees and assigns, any new or confirmatory

instruments which Buyer, Buyer's successors, nominees and assigns may reasonably request in order to fully assign and transfer to and vest in Buyer, or Buyer's successors, nominees and assigns right, title and interest in and to the Licenses and Permits, if any, or to otherwise realize upon or enjoy such rights in and to the Licenses and Permits, if any.

This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the successors, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment and Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California with venue in Orange County, California.

This Assignment and Bill of Sale shall only be effective upon the recordation of the Grant Deed in the Official Records of Orange County, CA, conveying the Property to Buyer.

IN WITNESS WHEREOF, District and Buyer have executed and delivered this Assignment and Bill of Sale as of the day and year first written above.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Its: _____

COUNTY OF ORANGE

By: _____

Its: _____

EXHIBIT "E"

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the ____ day of _____, 201__, by and between FOUNTAIN VALLEY SCHOOL DISTRICT, a California public school district duly organized and validly existing under the laws of the state of California ("Assignor") and the COUNTY OF ORANGE ("Assignee") dated November ___, 2017, is hereby entered into this ____ day of _____, 20__ ("Effective Date").

WHEREAS, the Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated November ___, 2017 ("Agreement") pursuant to which Assignor is to assign and Assignee is to assume the obligations of Assignor as the "Landlord" under the "Lease" identified as part of the Closing of the transaction contemplated by such Agreement;

WHEREAS, as used herein, the term "Lease" shall mean that certain Lease dated _____, with _____, a _____ ("Tenant"), and any amendments thereto; and

WHEREAS, Assignor desires to assign its rights and obligations under each Lease to Assignee, and Assignee desires to assume such rights and obligations as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby irrevocably acknowledged, Assignor hereby assigns, grants, transfers, sets over and delivers the Lease to Assignee as of the day and year first above written (the "Transfer Date"). Assignee hereby assumes all obligations of the Assignor under the Lease for the term thereof and hereby agrees to observe and perform all the covenants and agreements contained in the Lease on the part of Assignor, to the extent the same first accrue from and after the Transfer Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against all claims, liabilities, losses, damages, causes of action and expenses (including court costs and reasonable attorneys' fees relating thereto) incurred in connection with or arising out of the failure to perform the obligations of the Landlord under the Lease to the extent such failures accrue from and after the Transfer Date.

The agreements and covenants contained in this Assignment are binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases as of the day and year first above written.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Its: _____

COUNTY OF ORANGE

By: _____

Its: _____

EXHIBIT "F"

FORM OF ESTOPPEL CERTIFICATE

The undersigned, _____ ("Tenant"), a _____, is the Tenant under a lease (the "Lease") dated _____, between the Tenant and Fountain Valley School District, as the landlord (the "Landlord"), of certain real property located at _____, as described on Exhibit A (the "Legal Description"), attached hereto and made a part hereof. Tenant hereby certifies to _____:

1. The Tenant is the owner and holder of all rights, title and interest in the leasehold estate created by the Lease.

2. Except for any ongoing construction of the improvements, there is no construction of the Demised Premises. List any punch list items:_____.

3. The Landlord does not have any unsatisfied obligations under the Lease, known to the Tenant, and no defense or right of termination, offset, deduction, abatement, or counterclaim are known to Tenant to exist with respect to any rents or other sums payable or to become payable by the Tenant under the Lease except:_____.

4. All permits and certificates of occupancy, if any, known by Tenant to be required for its business operation at the Demised Premises have been obtained, and the Demised Premises, to the best of Tenant's knowledge, may be used for the purposes contemplated by the Tenant in accordance with applicable law.

5. The Lease is in full force and effect and has not been modified, supplemented, canceled or amended in any respect except as follows:_____.

6. The Term of the Lease commenced on _____, 20__ and continues through _____, 20__, unless terminated or extended as provided in the Lease. Tenant has commenced paying rent. The Tenant is obligated to pay rent in the monthly installments in an amount of _____ Dollars (\$_____), subject to any offsets or deductions as provided in the Lease, which rent obligation is continuing and is not past due or delinquent in any respect. No installment of rent has been or will be prepaid more than thirty (30) days before it comes due.

7. Tenant has fulfilled its obligation to reimburse Landlord for paid insurance premiums through _____ and Tenant shall not be obligated to reimburse for any insurance premium until after such date.

8. To the best of Tenant's knowledge, no event has occurred or is continuing which would constitute a default by the Landlord under the Lease or would constitute such a default but for the requirement that notice be given or that a period of time elapse or both.

9. This estoppel certificate has been duly authorized, executed and delivered by Tenant and constitutes a legal, valid and binding instrument enforceable against Tenant in

accordance with its respective terms, except that such other terms may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally and general principles of equity.

10. The execution and delivery of this estoppel certificate shall in no way expand the rights or obligations of the Landlord and Tenant arising under the Lease.

11. There are no occupants of the Demised Premises other than Tenant and Tenant is using the Demised Premises for its operation in accordance with the terms of the Lease.

12. This estoppel certificate shall be governed by the laws of the State in which the Demised Premises are located.

13. All defined terms shall have the meaning set out in the Lease unless otherwise defined in this Certificate.

14. The statements contained in this estoppel certificate are accurate only as of the date of execution and Tenant has no duty to notify the certified party of any change in circumstance.

IN WITNESS WHEREOF, this estoppel certificate has been duly executed by the undersigned as of _____, 201__.

TENANT:

By:_____

Name:_____

Title:_____

EXHIBIT “A” TO FORM OF ESTOPPEL CERTIFICATE
LEGAL DESCRIPTION OF DEMISED PREMISES

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

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

October 12, 2017

MINUTES

President Crandall called the regular meeting of the Board of Trustees to order at 5:36pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Motion: Mr. Cunneen moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Shultz

Vote: 5-0

BOARD WORKSHOPS

Steve McLaughlin, Assistant Superintendent, Educational Services and Julianne Hoefer, Director, Educational Services presented the 2017 California Assessment of Student Performance and Progress (CAASPP) results for Fountain Valley School District and reviewed the California Dashboard with the Board of Trustees. Dr. McLaughlin provided an overview of the information to be shared this evening. He also reiterated the message shared with staff at the Leadership Advance: stay on target. Following this, he provided a historical review of CST results in the District. In addition, he shared 2015-16 SBAC results, noting an overview of the performance indicators and some of the graphics and studies of data shared last year. He shared the continued focus on data, as inquiry and exploration motivate action and data is meant to inform our practice. He shared as well the results for 2016-17, noting that the District is at 75% in ELA and 70% in math. Dr. McLaughlin provided a comparison of the District's

CALIFORNIA
ASSESSMENT OF
STUDENT
PERFORMANCE AND
PROGRESS (CAASPP)
RESULTS 2017 AND
CALIFORNIA
DASHBOARD

performance in relation to the County and State, noting that the District continues to exceed County and State averages. He also shared grade level results for the District in both ELA and math, noting that multi-year gains in all areas from the first administration to the third, with the exception of sixth grade math. He noted as well the intervention plans already in place from the summer involving CGI to address this. He highlighted as well that 80% of eighth graders are at or exceeded standards in ELA and 71% in math, both commendable results for our students on their way to high school. He also shared subgroup results. He commended Dr. Hoefer and Danielle Zavala for the engaging graphics created to share this data. Dr. McLaughlin noted trends across our subgroups with gains across the three years for all, with the exception of our EL students, down in ELA from 43% to 42%. He noted as well that in math, all subgroups are up. Again, our subgroups exceed County and State averages in ELA and math. Lastly, he reviewed our site results, providing results overall and by grade level for each school in both ELA and math. He also reviewed our curriculum targets, supported by our TOSAs. In closing, he noted the focus this year on deeper questions regarding interventions, including: who is at risk; why; what are we doing; and how is it working. Following this, Dr. Hoefer provided a review of the California School Dashboard. She shared the Local Control Funding Formula (LCFF) Evaluation Rubrics and the California School Dashboards, noting its fully operational tentative release set for December 2017. She shared the California School Dashboard State Indicators and a review of the Status/Change Grid. Following this, she shared specifics of the FVSD Dashboard and our Equity Report. In addition, she focused on the Local Indicators, only reported at the District level, including: basics, implementation of academic standards, parent engagement and local climate survey. In closing, she reiterated the focus this year, staying on target, for all kids.

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

PUBLIC COMMENTS

Mrs. Crandall 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.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: District owned real property
located at 265 S. Anita Drive,
Orange, California, known
generally as the Crossroads
Office Park ("Property").

Negotiating Parties: Fountain Valley School
District, real property
negotiators Christine Fullerton,
Assistant Superintendent,
Business Services and District
legal counsel, and the County
of Orange.

Under Negotiation: Instruction to negotiators will
concern price and terms of
purchase issues associated with
the possible sale of the
identified Property.

The public portion of the meeting resumed at 7:00pm.

PLEDGE OF
ALLEGIANCE

Mr. Cunneen led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Board of Trustees joined staff and the community in
celebrating Wally Krichesky, Heavy-Duty Mechanic, as
Fountain Valley School District's Classified Employee of the
Year.

CELEBRATION OF
CLASSIFIED EMPLOYEE
OF THE YEAR: WALLY
KRICHESKY

Following the presentation, the Board took a brief recess for cookies and photos.

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins' activities since the last meeting included: three FVSF meetings, Rotary meetings, school visits to Fulton, Tamura, Newland, Courreges and Oka, Fulton and Oka Back to School Nights, SPC meeting, Hyundai Hope on Wheels Night Under the Stars, and OCSBA fiscal seminar with CSBA. He noted looking forward to the FV Rotary Ed Arnold Event honoring David Truong. He also reminded the audience of the upcoming Marc Ecker Golf Tournament on October 23.

Mrs. Schultz's activities since the last meeting included: Back to School Night at Fulton and ACSA/OCSBA Joint Dinner Meeting. She noted that now when at the schools, modernization is on her mind. She thanked Mr. Johnson for touring them around campus.

Mrs. Galindo's activities since the last meeting included: FVSF meeting, noting that the Taste of Fountain Valley will be April 21st, OCSBA fiscal seminar with CSBA, Back to School Night at Talbert, and visits to Plavan, Gisler and Courreges. In addition, having missed the opportunity last meeting, she thanked staff and families for a wonderful start to the year.

Mr. Cunneen's activities since the last meeting included: Back to School Night at Newland and Masuda, OCSBA fiscal seminar with CSBA, ACSA/OCSBA Joint Dinner Meeting.

Mrs. Crandall congratulated our students and staff for collectively raising the CAASP scores for 2016-17. Her activities since the last meeting included: tours at all of our schools, Back to School Nights at Courreges, Tamura and Oka, OCSBA fiscal seminar with CSBA, OCSBA/ACSA Joint Dinner Meeting, SPC meeting, Mayor's Breakfast with District Attorney Tony Ruckauckas, Tustin Schools Foundation State of the District breakfast, Hyundai Hope on Wheels Night Under the Stars event and 5k/10k Family Fun Run, presentation of a Boy Scout Troop address on how to be a community leader, 6th-8th grade ELA training with Carol Jago, and after school CGI training for new teachers. She thanked the Board for their service this month.

PUBLIC COMMENTS

There was one request to address the Board of Trustees. A parent addressed the Board regarding safety at our schools.

PUBLIC COMMENTS

PUBLIC HEARINGS

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input was welcomed. There were no requests to speak and the hearing was closed.

CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

LEGISLATIVE SESSION

Motion: Mrs. Schultz moved to adopt Resolution 2018-12 In Support of the Filing of an Application For State Funding for Listed School District Eligible Facilities

Second: Mrs. Galindo

Vote: 5-0

RESOLUTION 2018-12
IN SUPPORT OF THE
FILING OF AN
APPLICATION FOR
STATE FUNDING FOR
LISTED SCHOOL
DISTRICT ELIGIBLE
FACILITIES

Motion: Mr. Cunneen moved to adopt Resolution 2018-14: Certification Of Provision Of Standards-Aligned Instructional Materials

Second: Mr. Collins

Vote: 5-0

RESOLUTION 2018-14:
CERTIFICATION OF
PROVISION OF
STANDARDS-
ALIGNED
INSTRUCTIONAL
MATERIALS

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

Second: Mr. Collins

Vote: 4-0

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

The Consent Calendar included:

- Board Meeting Minutes from September 7th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Williams Uniform Complaint Quarterly Report

- Approve Christine Fullerton, Assistant Superintendent, Business Services and Joe Hastie, Director of Maintenance & Facilities as the District's Representatives to the State Facilities Program
- Resolution 2018-13: Authorization for Teaching Credentials
- Approval to Solicit Request For Proposal to Upgrade Existing 1 GB Data Lines To 10 GB Districtwide
- Language Network
- Independent Contract for Behavior Solutions
- California Healthy Kids Survey
- Approve the Contract with Governmental Financial Strategies to Provide Continuing Disclosure Service Related to Measure O General Obligation Bonds
- Approval of Full Day Consulting Agreement between Growing Educators, Incorporated and Fountain Valley School District to Provide a Balanced Literacy Presentation at the November 9th Staff Development Day
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	N/A	7/1/17-6/30/18
Olive Crest Academy	\$1,764	7/1/17-6/30/18
Olive Crest Academy	\$1,764	7/1/17-6/30/18
Olive Crest Academy	\$1,764	7/1/17-6/30/18
Trinity Consulting	\$1,150	10/12/17-6/30/18

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Noted that a month in, it is remarkable the amount of work going on in our District with nearly all of our teachers receiving professional development. He focused on CGI, noting the high quality, with this being only the third year in our District. He commended and thanked our pioneer teachers that allowed peers to watch their demo lessons. He noted that those presenting were rock stars and he commended our organization for honoring them as such. He thanked Dr. McLaughlin and Dr. Hoefer for leading this work. In addition, he highlighted the focus on writing, and the recent adoption of a software called Turnitin.com that allows teachers to more efficiently give feedback to students, will also highlighting great student work. He noted his pride in our use of technology and the prevalence of devices, nearing 1:1 in many instances. Moreover, he commended our Board of Trustees for their involvement in our schools, noting that we are already in our second round of tours. He highlighted the tour at Plavan, commending the CGI board in their CDC Preschool classroom, in addition to the work being done in kindergarten and up with CGI. He also thanked Hyundai, a wonderful community partner, for their recent, generous donation to our literacy program. We are so fortunate for partners like them in our community. Dr. Johnson commended Mrs. Fullerton and Mr. Hastie for the submission of

our plans to DSA on September 19th. He explained the hope that we will have these plans back in late December/January, allowing us to have shovels in the ground once students leave in June. In closing, he commended Dr. McLaughlin and Dr. Hoefer for their presentation this evening, noting that our District is one of only a few that went up in both ELA and math, truly commendable.

CLOSED SESSION

Mrs. Crandall announced that the Board would retire into a second Closed Session. Action was still 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.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: District owned real property located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel, and the County of Orange.

Under Negotiation: Instruction to negotiators will concern price and terms of purchase issues associated with the possible sale of the identified Property.

The public portion of the meeting resumed at 7:59pm.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 8:00pm.

Second: Mrs. Schultz

Vote: Unanimously approved

/rl

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

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

October 26, 2017

MINUTES

President Crandall called the special meeting of the Board of Trustees to order at 5:34pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Absent:

Jeanne Galindo	Member
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Motion: Mr. Collins moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

Mrs. Abdel led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

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

PUBLIC COMMENTS

Mrs. Crandall 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.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) ("Property").

Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange (potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.
- 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 LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern possible sublease under the existing lease agreement.

The public portion of the meeting resumed at 7:00pm.

BOARD WORKSHOPS

Superintendent, Mark Johnson, Ed.D., and Assistant Superintendent, Business Services, Christine Fullerton, joined the Board for a discussion of the allocation of investment proceeds generated during the 2015-2016 fiscal year from Fund 40-41. Dr. Johnson opened the workshop with an overview of the discussion this evening. Mrs. Fullerton provided a review of Fund 40-41, including how it is invested. She also provided a review of the August workshop. Mrs. Fullerton shared that proceeds in fiscal year 2015-16 were \$308,219.38 and proceeds for fiscal year 2016-17 were \$485,261.86. Following this, the Board was given the opportunity to review the priority list generated by the Board over the last few months. Facilities modernization, allocation to the General Fund and increased AC costs were seen as the top three priorities for the Board. Staff will bring back a process examining these three priorities for the Board to discuss.

DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41

Assistant Superintendent, Business Services, Christine Fullerton, and Director of Maintenance and Facilities, Joe Hastie, joined the Board for a discussion of the addition of science rooms and a music room at each of the District's three middle school campuses. The discussion also included possible additional projects outside the scope of Measure O Bond funds, and potential alternative funding sources. Mrs. Fullerton opened the workshop with a review of the items to be discussed this evening. She provided an update regarding our Measure O projects. She also reviewed school phase assignments and scope categories from the Facilities Master

DISCUSSION OF ADDITION OF SCIENCE AND MUSIC ROOMS AT THREE MIDDLE SCHOOLS

Plan and the Board's prioritization of these scope categories. Mrs. Fullerton reviewed possible science classrooms, noting the option of Gen7 science rooms. Mrs. Fullerton shared renderings of the interior and exteriors of the Gen7 buildings. Moreover, Mrs. Fullerton shared the exploration of more traditional rooms for music classrooms. Following this, Mrs. Fullerton shared the estimated costs associated with science and music classrooms and the associated site work, at \$2.0-\$2.4 million per site, or \$6.5-\$7.0 million for all three sites. In closing, Mrs. Fullerton reviewed possible funding sources, including deferred maintenance, the sale of Crossroads, proceeds from Fund 40-41 and additional funds in Fund 40. Following discussion, the Board reached consensus to allocate the proceeds from Crossroads to facilities, and for staff to continue to do considerable research regarding value engineering choices surrounding science rooms and music rooms at our middle schools.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz's activities since the last meeting included: Fountain Valley Rotary Club Ed Arnold event honoring David Truong.

BOARD REPORTS AND COMMUNICATIONS

Mr. Cunneen's events since the last meeting included: Fountain Valley Rotary Club Ed Arnold event honoring David Truong.

Mr. Collins' events since the last meeting included: Fountain Valley Rotary Club Ed Arnold event honoring David Truong, Rotary MIS recognition, SPC meeting, FVSF Marc Ecker Golf Tournament, visits to Oka and Cox Schools, with upcoming activities including meeting with HBCSD regarding evaluation of the Golden Bell program, Wine and Words Literacy Program at Meadow Lark, and the Hyundai Trunk or Treat.

Mrs. Crandall extended our thanks to the many community organizations for their support of our schools. Her activities since the last meeting included: Fountain Valley Rotary Club Ed Arnold event honoring David Truong, OCDE Teacher of the Year recognition dinner, tour of the Twilight Program run by the Huntington Valley Boys and Girls Club, SPC meeting, and the FVSF Marc Ecker Golf Tournament. She thanked the Trustees for their service since the last meeting.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees

PUBLIC COMMENTS

LEGISLATIVE SESSION

Mr. Cunneen requested that Item 3B Approve the Right to Entry Agreement with the County of Orange for the District Property Located at 265 S. Anita Drive, Orange, California, Known as Crossroads Office Park be pulled for separate vote.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Schultz moved to approve the Consent Calendar with the exception of Item 3B Approve the Right to Entry Agreement with the County of Orange for the District Property Located at 265 S. Anita Drive, Orange, California, Known as Crossroads Office Park.

Second: Mr. Collins

Vote: 4-0

Motion: Mr. Cunneen moved to approve Item 3B Approve the Right to Entry Agreement with the County of Orange for the District Property Located at 265 S. Anita Drive, Orange, California, Known as Crossroads Office Park.

Second: Mrs. Schultz

Mrs. Fullerton shared that the County of Orange, upon review of the Right of Entry Agreement, asked for changes to be made to the agreement. These minor changes have been reviewed by our legal counsel and it is recommended that the Board approve the agreement with the inclusion of these minor changes.

Vote: 4-0

The Consent Calendar included:

- Contract for Differentiated Curriculum and Instruction Professional Development Services at Talbert Middle School Provided by Kimberly Dodds Keran
- Approve the Right of Entry Agreement with the County of Orange for the District Property Located at 265 S. Anita Drive, Orange, CA, Known as Crossroads Office Park

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Noted that despite being a short agenda, it has been an important meeting with valuable discussion. He noted his excitement regarding the progress of the sale of our Crossroads building. Moreover , he celebrated this evening's discussion regarding Fund 40-41. And, he noted his excitement that we have moved one step closer to having science and music classrooms at our middle schools. He thanked the Board for their work this evening. In addition, he commended Mrs. Fullerton and Mr. Hastie for their research and presentations this evening. In closing, he noted how difficult this week has been for our teachers and classified staff given the heat. He noted how grateful we are that we continue to work together.

ADJOURNMENT

Motion: Mr. Cunneen moved to adjourn the meeting at 8:33pm.

Second: Mr. Collins

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEM FOR APPROVAL
November 09, 2017**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CERTIFICATED LIMITED TERM INTERVENTION TEACHERS, HOURLY RATE OF PAY \$29.79

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Reza, Katherine	Courreges	11/06/2017
1.1.2	Crossette, Leslie	Gisler	10/02/2017
1.1.3	Muschetto, Jennifer	Gisler	10/02/2017
1.1.4	Nguyen, Elizabeth	Newland	10/03/2017
1.1.5	Simurda, Toni	Newland	10/23/2017
1.1.6	Hay, Christine	Oka	11/06/2017
1.1.7	Knutsen, Nicole	Plavan	10/02/2017
1.1.8	Shimizu, Susan	Plavan	11/06/2017
1.1.9	Zebarth, Laurie	Tamura	10/02/2017
1.1.10	Sweeney, Jill	Tamura	10/31/2017

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE HOURLY RATE OF PAY \$29.79 FOR ADDITIONAL DUTY FOR ALL CRTIFICATED PERSONNEL FOR THE 2017-2018 SCHOOL YEAR.

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF ADDITIONAL DUTY ASSIGNMENTS FOR INDUCTION SUPPORT PROVIDERS FOR YEAR ONE AND YEAR TWO 2017-2018 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>BUDGET</u>	<u>DATE</u>
1.3.1	Lewis, Kathy	Lead Support Provider For 11 Induction PTs	\$2,800(less benefits)	012039275-5899	2017-18 School Year
1.3.2	Johnston, Terry	Support Provider for 2	\$3,600(less benefits)	012039275-5899	2017-18 School Year
1.3.3	Brunner, Michael	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.4	Hubbard, Randi	Support Provider for 1	\$1,800(less Benefits)	012039275-5899	2017-18 School Year
1.3.5	Lewis, Kathy	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.6	Brignardello, Alyssa	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.7	Loukedes, Cheryl	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.8	Thomas-Shepard, Kara	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.9	Shofstall, Whitney	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.10	Vamvas, Allison	Support Provider for 1	\$1,800(less benefits)	0121039275-5899	2017-18 School Year
1.3.11	Wood, John	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.12	Peat, Cheryl	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year
1.3.13	Voss, Lauren	Support Provider for 1	\$1,800(less benefits)	012039275-5899	2017-18 School Year

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
November 9, 2017**

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Sy, Crystal	Courreges	ESP Instructor	10/30/2017
2.1.2	Robinson, Ilsa	Cox	ESP Aide	10/30/2017
2.1.3	Trejo, Jacqueline	Gisler	ESP Aide	11/01/2017
2.1.4	Martinez, Yovanna	Newland	ESP Aide	10/09/2017
2.1.5	Brickner, Christine	Plavan	ESP Aide	10/16/2017
2.1.6	Ivers, Denise	Plavan	ESP Aide	10/016/2017
2.1.7	Pham, Van	Cox	IA Bilingual	10/24/2017
2.1.8	McEveety, Heather	Oka	IA SH/PH	10/12/2017
2.1.9	Garnett, Jacob	Fulton	IA SH/PH	10/24/2017

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Tran, Khanh	Cox	IA Bilingual	10/20/2017

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CSEA'S APPOINTMENT TO THE PERSONNEL COMMISSION, TONY MCCOMBS, EFFECTIVE 01/01/2018.

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Fullerton, Christine	CASBO	Anaheim, CA	Actual & Necessary	012719380-5210	Nov. 16-17, 2017
3.2	Johnson, Mark	ACSA Superintendents Symposium	Monterey, CA	Actual & Necessary	012719165-5210	Jan. 24-26. 2018
3.3	Ross Hessler Donna Johnson	PTC-SC	Anaheim, CA	Actual & Necessary	012819771-5210	Nov. 2, 2017

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL**

November 9, 2017

<u>EDUCATIONAL SERVICES</u>

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	WILLIAMS, Craig (Fulton)	Sports coach for boys and girls soccer teams	\$500 stipend + benefits (per sport)	010232989-1115	2017/2018 school year
4.2	FOUSE, Jon (substitute teacher) (Masuda)	Sports Coach for District sports tournaments	\$250 stipend + benefits (per sport)	010144989-1115	2017/2018 school year
4.3	SWANSON, Chris (Masuda)	Sports Coach for District sports tournaments	\$250 stipend + benefits (per sport)	010144989-1115	2017/2018 school year

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	EVALUMETRICS, INC. (Dr. Howard E. Herl)	Provide PE testing services to FVSD 5 th & 7 th grade students (Ed. Services)	Not to exceed \$1,000.00	017109275-5813	2017/2018 school year

6.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
6.1	KOHORNEN, Cayce (Childcare Programs)	Preschool GLAD training thru OCDE	Maxwell School in Anaheim, CA	\$750.00	120017598-5210	11/13-17, 2017
6.2	HOEFER, Julianne (Ed. Services)	ACSA Leadership Summit	San Jose Conference Ctr. San Jose, CA	Actual & Necessary	012658155-5210	11/2-4, 2017

Rationale for late submittal: Conference information not available in time to obtain prior Board approval.

6.3	HOEFER, Julianne ZAVALA, Danielle (Ed. Services)	Illuminate Education User Conference	San Diego Convention Ctr. San Diego, CA	Actual & Necessary	012658155-5210	2/1-2, 2018
6.4	HOMAMPOUR, Adeena (New) GAGLIONE, Antoinette (Mas/Tam) (Support Services)	Conference for California School- Based SLP's	Anaheim, CA	\$425.00	010019961-5210	1/16-17, 2018
6.5	BURCH, Joanna (TOSA)	California Mathematics Council South	Palm Springs Convention Center, Palm Springs, CA	Actual & Necessary	012040075-5210	10/27-28, 2017

Rationale for late submittal: Information received too late for prior Board approval

7.0 APPROVAL OF AMENDMENTS

- 7.1 Please amend Personnel Items, Ed Services, dated October 12, 2017, Approval of Request for Additional Duty Assignment, Page 2, Item 4.14 as follows:

Change from:

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
	GONSOWSKI, Kim (GIS)	School Site Prevention	\$1,000 stipend	012679962-1115	2017/2018 school year

Coordinator

Change to:

GONSOWSKI, Kim (GIS)
DILLON, Kate (GIS)

School Site
Prevention
Coordinators

\$500 stipend
each

(same)

(same)

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 11/9/2017

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COURREGES			
	Island Enterprises, Inc.- Parent: Tye Huynh	\$100.00	Classroom supplies for Tracy Belsito
FULTON			
	Fulton PTA	\$705.68	Sheet Music for music class
GISLER			
	Gisler PTO	\$466.54	Storage cabinet for STEAM Edu. Packs
OKA			
	Oka PTO	\$12,144.11	13 Mac Minis
TALBERT			
	Talbert PTO	\$10,672.56	36 Chromebooks and Cart
	Talbert Parents/Students	\$555.00	STEAM Transportation Costs
TAMURA			
	Tamura PTO	\$55.68	Southwest order for paper supplies

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING NOVEMBER 9, 2017**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing

Warrant Numbers: 77931 - 78271

Dates: 10/3/2017 - 10/31/2017

Fund 01	General Fund	547,305.66
Fund 12	Child Development	15,668.93
Fund 13	Cafeteria	49,641.05
Fund 21	GOB 2016 Election	127,411.52
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	3,600.17
Fund 68	Worker Comp	140,757.47
Fund 69	Insurance	394,727.60

TOTAL	\$	1,279,112.40
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/09/2017

FROM 10/01/2017 TO 10/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4086	INTERLINE BRANDS INC	2,735.00	2,735.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4087	MOBILE SOLUTIONS SERVICES INC	400.00	400.00	012869390 5910	Maintenance / Communications - Telephones
L20M4134	REFRIGERATION CONTROL COMPANY	1,120.60	1,120.60	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4135	CRANDALL'S PLUMBING INC.	159.00	159.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4137	GRUETT TREE COMPANY INC	800.00	800.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
L20M4138	MENDTRONIX INC.	623.06	623.06	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4139	ONTARIO REFRIGERATION SERVICE	581.00	581.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4140	ECOLOGY ROOF CORP.	2,540.00	2,540.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4141	HUNTINGTON BEACH GLASS & MIRRO	847.93	847.93	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4142	REFRIGERATION SUPPLIES DISTRIB	254.14	254.14	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4143	SOUTH COAST SUPPLY	290.23	290.23	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4144	HOME DEPOT	532.29	532.29	012869390 4440	Maintenance / RPLC Equip \$500-\$5000
L20M4146	DIGITAL NETWORKS GROUP INC.	540.00	540.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4147	PLAY POWER LT FARMINGTON C/O P	343.73	343.73	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20R0582	FLAGHOUSE INC.	741.68	741.68	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
L20R0583	LEARNING A-Z	282.64	282.64	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
L20R0584	SEHI COMPUTER PRODUCTS	2,583.75	2,533.75	010143838 4399	Sch Site Instr - Talbert / Equipment Under \$500
			50.00	010143838 5899	Sch Site Instr - Talbert / Other Operating Expenses
L20R0622	SOUTHPAW ENTERPRISES	724.37	724.37	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0627	LAKESHORE LEARNING MATERIALS	432.83	432.83	010114055 4310	Title I - Plavan / Instructional Supplies
L20R0629	ARIEL SUPPLY INC.	725.98	725.98	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R0641	TARGET STORES	489.38	400.00	010013789 4310	Donations - Oka / Instructional Supplies
			89.38	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
L20R0642	A1GM	210.00	210.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0643	THERAPY SHOPPE	863.77	863.77	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0647	ARIEL SUPPLY INC.	64.11	64.11	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R0650	CDWG	146.48	146.48	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
L20R0651	CASBO	2,000.00	2,000.00	012719380 5390	Business Department / Dues and Membership Non Taxabl
L20R0652	CASBO	620.00	620.00	012719380 5210	Business Department / Travel, Conference, Workshop
L20R0653	LEGO BRAND RETAIL INC.	144.40	144.40	011512989 4310	FVSF Grants Robotics - Fulton / Instructional Supplies
L20R0654	SCHOOL NURSE SUPPLY INC	114.57	114.57	012732929 4327	Health Supplies - Fulton / Health Supplies
L20R0655	LEVEL 27 MEDIA	43.50	43.50	010019961 4325	Medi-Cal Billing-Instructional / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/09/2017

FROM 10/01/2017 TO 10/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0656	SOUTHWEST SCHOOL AND OFFICE SU	3,232.50	3,232.50	010014089 4310	Donations - Plavan / Instructional Supplies
L20R0657	HEINEMANN	498.00	498.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
L20R0658	SOUTHWEST SCHOOL AND OFFICE SU	1,010.00	1,010.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
L20R0659	LAKESHORE LEARNING MATERIALS	500.00	500.00	010114055 4310	Title I - Plavan / Instructional Supplies
L20R0660	GRAINGER INC.	25.06	25.06	012732929 4327	Health Supplies - Fulton / Health Supplies
L20R0661	RENAISSANCE LEARNING INC	96.79	96.79	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
L20R0664	SCHOOL NURSE SUPPLY INC	41.35	41.35	012733131 4327	Health Supplies - Gisler / Health Supplies
L20R0665	VERITIV	76.49	76.49	010028255 4322	Intervention-Administrative / Testing Supplies
L20R0666	ILLUMINATE EDUCATION INC.	869.98	869.98	012658155 5210	Assessment and Accountability / Travel, Conference, Workshop
L20R0667	SAMS CLUB	271.88	271.88	012719380 4329	Business Department / Disaster Supplies
L20R0668	METRO BUSINESS SOLUTIONS INC.	761.19	761.19	012059385 4330	Publications / Printing/Xerox Supplies
L20R0669	ORANGE COUNTY TREASURER	390.38	390.38	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20R0673	WINSOR LEARNING INC	600.00	600.00	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0674	LAKESHORE LEARNING MATERIALS	150.00	150.00	012719275 4325	Educational Services Admin / Office Supplies
L20R0676	HEINEMANN	85.50	85.50	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0677	SCHOOL SPECIALTY	300.00	300.00	015104960 4310	Special Ed. - Masuda SDC / Instructional Supplies
L20R0678	APPLE COMPUTER ORDER DEPARTMEN	867.83	867.83	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0679	CDWG	75.93	75.93	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0680	CERTIFIED TRANSPORTATION BUS C	1,288.70	1,288.70	010014089 5811	Donations - Plavan / Transportation Outside Agency
L20R0681	CERTIFIED TRANSPORTATION BUS C	2,809.00	2,809.00	010014089 5811	Donations - Plavan / Transportation Outside Agency
L20R0682	CERTIFIED TRANSPORTATION BUS C	1,639.30	1,639.30	012539961 5811	Tobacco-Use-OCDE Adminstrative / Transportation Outside
L20R0683	UC REGENTS	210.00	210.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
L20R0684	SOUTHWEST SCHOOL AND OFFICE SU	60.00	60.00	010011089 5899	Donations - Tamura / Other Operating Expenses
L20R0685	MIND RESEARCH INSTITUTE	4,150.00	4,150.00	010114055 5826	Title I - Plavan / Licensing/Software,Maint/Supp
L20R0686	BOOKSOURCE	502.10	502.10	010055675 4310	State Standards-READING / Instructional Supplies
L20R0687	KERN COUNTY SUPERINTENDENT OF	280.00	140.00	012719380 5210	Business Department / Travel, Conference, Workshop
			140.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
L20R0688	ORANGE COUNTY TREASURER	2,610.96	2,610.96	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20R0689	ORANGE COUNTY TREASURER	2,215.70	2,215.70	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20R0690	ORANGE COUNTY TREASURER	1,835.14	1,835.14	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20R0691	BARNES AND NOBLE	133.09	133.09	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0692	FOLLETT SCHOOL SOLUTIONS INC.	535.05	535.05	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0693	FOLLETT SCHOOL SOLUTIONS INC.	535.05	535.05	012129078 4110	Lottery Instructional Material / Basic Textbooks

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L20R0694	FOLLETT SCHOOL SOLUTIONS INC.	535.05	535.05	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0696	FOLLETT SCHOOL SOLUTIONS INC.	196.19	196.19	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0697	FOLLETT SCHOOL SOLUTIONS INC.	229.68	229.68	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0699	ORANGE COUNTY TREASURER	5,238.54	5,238.54	012869390 5570	Maintenance / Sanitation Fees
L20R0700	CDWG	64.91	64.91	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0701	APPLE COMPUTER ORDER DEPARTMEN	438.91	438.91	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0702	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	015999860 4325	Special Ed - Administration / Office Supplies
L20R0703	TEXTBOOK WAREHOUSE	288.84	288.84	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0705	ORANGE COUNTY TREASURER	4,708.92	4,708.92	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20R0706	ASHA	309.00	309.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R0707	ORANGE COUNTY TREASURER	268.22	268.22	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20R0709	FOLLETT SCHOOL SOLUTIONS INC.	92.44	92.44	010013232 4210	Sch Site Instr - Cox / Library Books
L20R0710	ORANGE COUNTY TREASURER	3,927.54	3,927.54	012869390 5570	Maintenance / Sanitation Fees
L20R0713	PSYCHOLOGICAL ASSESSMENT RESOU	1,288.24	1,288.24	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0715	ANAHEIM BAND INSTRUMENTS	143.00	143.00	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
L20R0716	NORTHERN SPEECH SERVICES INC.	216.41	216.41	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
L20R0717	APPLE COMPUTER ORDER DEPARTMEN	819.54	5.00	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			814.54	010019962 4410	Medi-Cal Billing - S&L / Fixed Assets \$500-\$5000
L20R0720	TEXTBOOK WAREHOUSE	121.80	121.80	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0721	HEINEMANN	576.35	576.35	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0722	BRAINPOP	2,604.56	2,604.56	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
L20R0723	LAKESHORE LEARNING MATERIALS	271.88	271.88	010113255 4210	Title I - Cox / Library Books
L20R0724	HEINEMANN	2,275.27	2,275.27	010113255 4210	Title I - Cox / Library Books
L20R0725	OXFORD UNIVERSITY PRESS	241.10	241.10	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0726	PACIFIC COACHWAYS	6,072.00	6,072.00	010013289 5811	Donations - Cox / Transportation Outside Agency
L20R0729	PYRAMID EDUCATIONAL CONSULTANT	989.80	989.80	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
L20R0731	SURPLUS TWO WAY RADIOS	1,701.95	1,701.95	010013737 4399	Sch Site Instr - Oka / Equipment Under \$500
L20R0732	SEHI COMPUTER PRODUCTS	7,751.25	7,751.25	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0733	SEARCH INSTITUTE	400.00	400.00	011259275 4310	Parent Involvement-Ed Services / Instructional Supplies
L20R0734	AMAZON.COM LLC	613.85	613.85	012719380 5813	Business Department / Consultant
L20R0735	PEARSON CLINICAL ASSESSMENT	1,520.70	927.69	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
			593.01	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0736	PEARSON CLINICAL ASSESSMENT	929.81	929.81	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies

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L20R0738	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	012338055 5210	Title III-EL-Instructional / Travel, Conference, Workshop
L20R0739	HEINEMANN	368.13	368.13	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R0740	ARIEL SUPPLY INC.	1,305.00	1,305.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R0747	GOPHER SPORTS EQUIPMENT	113.11	113.11	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0749	SCHOOL HEALTH CORPORATION	177.24	177.24	012739963 4327	Medi-Cal Billing-Health Serv. / Health Supplies
L20R0750	DEMCO	45.25	45.25	011401055 4230	Library Services - Tamura / Lost Books Rebate
L20R0752	HEINEMANN	97.87	97.87	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0753	CERTIFIED TRANSPORTATION BUS C	1,435.24	1,435.24	010013789 5811	Donations - Oka / Transportation Outside Agency
L20R0754	HATFIELD, AYUMI	700.00	700.00	012509861 5813	Interpreter Aide / Consultant
L20R0755	AMAZON.COM LLC	1,050.53	1,050.53	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
L20R0756	PRO ED INC.	1,360.48	87.00	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
			1,273.48	015999860 4322	Special Ed - Administration / Testing Supplies
L20R0757	A1GM	139.21	139.21	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
L20R0759	LAKESHORE LEARNING MATERIALS	32.61	32.61	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0760	SOUTHWEST SCHOOL AND OFFICE SU	543.75	543.75	011235575 4310	State Standards Discrt-INTRV / Instructional Supplies
L20R0761	HEINEMANN	106.88	106.88	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R0762	CALIFORNIA COUNTY SUPERINTENDE	2,000.00	2,000.00	012049275 5210	Ed Effectiveness-ST Standards / Travel, Conference, Workshop
L20R0763	LANGUAGE NETWORK INC	6,000.00	6,000.00	012509861 5813	Interpreter Aide / Consultant
L20R0764	SMART & FINAL	217.50	217.50	010055175 4310	State Standards-MATH / Instructional Supplies
L20R0765	GROWING EDUCATORS INC	19,800.00	16,238.00	010055675 5813	State Standards-READING / Consultant
			3,562.00	010118255 5813	Title I - Program Improvement / Consultant
L20R0766	ASHA	309.00	309.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R0769	CURRICULUM ASSOCIATES INC.	156.98	156.98	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0770	DELL COMPUTERS	2,511.23	2,511.23	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R0771	SOUTHWEST SCHOOL AND OFFICE SU	150.00	150.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0772	SOUTHWEST SCHOOL AND OFFICE SU	161.63	161.63	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0773	CERTIFIED TRANSPORTATION BUS C	574.79	574.79	010143887 5811	Other Donations - Talbert / Transportation Outside Agency
L20R0775	ARIEL SUPPLY INC.	530.26	530.26	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0777	LEARNING A-Z	2,033.02	2,033.02	012289963 5826	MAA - Instructional / Licensing/Software,Maint/Supp
L20R0779	SEHI COMPUTER PRODUCTS	10,700.96	350.00	010114955 4320	Title I - Masuda / Computer Supplies
			9,349.90	010114955 4399	Title I - Masuda / Equipment Under \$500
			821.06	010114955 4410	Title I - Masuda / Fixed Assets \$500-\$5000
			180.00	010114955 5899	Title I - Masuda / Other Operating Expenses

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L20R0780	TEKNIQUE IT LLC	190.03	190.03	010114955 4320	Title I - Masuda / Computer Supplies
L20R0784	ARIEL SUPPLY INC.	800.00	800.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R0785	AIRWOLF 3D	296.40	296.40	011512989 4310	FVSF Grants Robotics - Fulton / Instructional Supplies
L20R0786	SCHOOL SPECIALTY	37.91	37.91	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
L20R0787	ASSOCIATION OF CALIFORNIA SCHO	570.00	570.00	012658155 5210	Assessment and Accountability / Travel, Conference, Workshop
L20R0791	BUREAU OF EDUCATION & RESEARCH	425.00	425.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Workshop
L20R0792	OFFICE DEPOT	371.56	371.56	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
L20R0793	LEARNING A-Z	189.00	189.00	012331055 5826	Title III-EL-Tamura / Licensing/Software,Maint/Supp
L20R0794	CERTIFIED TRANSPORTATION BUS C	656.41	656.41	010144989 5811	Donations - Masuda / Transportation Outside Agency
L20R0798	PRO-ED INC.	95.00	95.00	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0799	PEARSON CLINICAL ASSESSMENT	1,526.24	868.84	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			657.40	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0800	HEINEMANN	331.36	331.36	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0802	WESTERN PSYCHOLOGICAL	685.78	685.78	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0804	AMAZON.COM LLC	1,194.07	107.66	012109078 4320	Tech/Media Office Operation / Computer Supplies
			1,086.41	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R0805	BARNES AND NOBLE	229.59	229.59	010055675 4310	State Standards-READING / Instructional Supplies
L20R0808	SARSON USA INC	1,208.84	1,208.84	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
L20R0809	BARNES AND NOBLE	32.63	32.63	010055675 4310	State Standards-READING / Instructional Supplies
L20R0814	RENAISSANCE LEARNING INC	2,652.27	2,652.27	012338055 5826	Title III-EL-Instructional / Licensing/Software,Maint/Supp
L20R0815	FOUNTAIN VALLEY CHAMBER OF COM	315.00	315.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
L20R0817	LYTLE SCREEN PRINTING INC.	476.79	476.79	010019189 4325	Donations - Superintendent / Office Supplies
L20R0818	OCSBA	140.00	35.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			105.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
L20R0821	PEARSON CLINICAL ASSESSMENT	550.11	550.11	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0822	INSTITUTE FOR PROFESSIONAL DEV	167.09	167.09	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0823	MHS INC.	375.00	375.00	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0824	PYRAMID EDUCATIONAL CONSULTANT	85.50	85.50	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
L20S8017	GRAINGER INC.	165.50	165.50	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8018	SCHOOL SPECIALTY	104.40	104.40	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8019	ADVANTAGE WEST INVESTMENT ENTE	5,767.06	5,767.06	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8020	WAXIE	52.04	52.04	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8021	UNITED HEALTH SUPPLIES	335.39	335.39	011000000 9320	Revenue Limit - State Revenues / STORES

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L20S8022	VERITIV	2,011.33	2,011.33	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8023	P & R PAPER SUPPLY COMPANY	325.71	325.71	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		171,680.84	171,680.84		

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L20R0708	LAKESHORE LEARNING MATERIALS	250.00	250.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0714	DISCOUNT SCHOOL SUPPLY	150.00	150.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0730	ORANGE COUNTY DEPARTMENT OF ED	750.00	750.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0743	TOYS R US	60.00	60.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0744	DISCOUNT SCHOOL SUPPLY	250.00	250.00	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R0795	PARTY BOUNCE	463.33	463.33	120016098 5610	Extended School Instructional / Outside Services - Rentals
L20R0810	TOYS R US	53.88	53.88	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0819	PARTY BOUNCE	269.38	269.38	120016098 5610	Extended School Instructional / Outside Services - Rentals
Fund 12 Total:		2,246.59	2,246.59		

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L20R0565	REFRIGERATION CONTROL COMPANY	161.25	161.25	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0614	SANDWICH WORLD	2,000.00	2,000.00	133207380 4710	Cafeteria Fund / Food
L20R0634	SCHOOL LUNCH PRODUCTS INC	10,000.00	10,000.00	133207380 4710	Cafeteria Fund / Food
L20R0675	REFRIGERATION CONTROL COMPANY	166.69	166.69	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0741	REFRIGERATION CONTROL COMPANY	463.35	463.35	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0742	REFRIGERATION CONTROL COMPANY	52.50	52.50	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0748	US FOODS INC	30,000.00	30,000.00	133207380 4710	Cafeteria Fund / Food
L20R0758	PREFERRED MEAL SYSTEMS INC	15,000.00	15,000.00	133207380 4710	Cafeteria Fund / Food
L20R0820	CHEFS' TOYS	2,447.98	2,447.98	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
	Fund 13 Total:	60,291.77	60,291.77		

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L20M4136	MIRACLE RECREATION EQUIPT	157.12	157.12	402998990 4347	Moiola Improvement Projects / Repair & Upkeep Equip Supplie
L20M4145	MCKINLEY ELEVATOR CORP	1,106.05	1,106.05	402998990 5645	Moiola Improvement Projects / Outside Srvs-Repairs & Mainte
Fund 40 Total:		1,263.17	1,263.17		

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Total Account Amount:			235,482.37		

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L20M4021	RAMIREZ, JUAN CARLOS	13,160.00	+2,860.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20R0074	EDUCATIONAL DATA SYSTEMS	307.52	+31.02	010028255 4322	Intervention-Administrative / Testing Supplies
L20R0162	ARIEL SUPPLY INC.	3,480.00	+2,175.00	012719275 4330	Educational Services Admin / Printing/Xerox Supplies
L20R0168	SCHOOL SPECIALTY	750.00	+450.00	010144988 4310	ASB Donations Instr - Masuda / Instructional Supplies
L20S8016	VERITIV	1,566.00	+783.00	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			+6,299.02		

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L20R0409	LAKESHORE LEARNING MATERIALS	617.51	+74.85	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
L20R0555	LAKESHORE LEARNING MATERIALS	508.98	-115.24	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:			-40.39		

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BOARD OF TRUSTEES

11/09/2017

FRO 10/01/2017 TO 10/31/2017

<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>
L20R0147	SWIFT PRODUCE	3,000.00	+2,000.00	133207380 4710	Cafeteria Fund / Food
Fund 13 Total:			+2,000.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

11/09/2017

FRO 10/01/2017 TO 10/31/2017

<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>
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Total Account Amount:	+8,258.63
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Fountain Valley School District

RESOLUTION NUMBER 2018-15

Resolution of the Board of Trustees of the Fountain Valley School District, pursuant to Education Code Section 35120, Board Compensation.

BE IT RESOLVED, that pursuant to Education Code Section 35120, Board Member Jeanne Galindo is entitled to be compensated for missing the special Board meeting of October 26th due to reasons deemed acceptable by the Board. *Education Code 1090, 35120*

The foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at its meeting held on November 9, 2017 and received the following vote:

PASSED AND ADOPTED By the Governing Board on November 9, 2017 by the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Jim Cunneen, 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 9th day of November, 2017.

Clerk of the Governing Board

cf: Board Bylaw 9250

Print Form

Submit Form by Email



Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA
92628

October 18, 2017

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. For 2017, this 15-day period runs December 1st through December 15th. Further, the Education Code requires each governing board to notify the county superintendent of schools of the day and time selected for the organizational meeting.

Please return this form with the information below by *Wednesday, November 15th* to:

Laurie Weiss, Manager Business Services
Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA 92628
lweiss@ocde.us
Phone: (714) 966-4234

Organizational Meeting Information

District Name: Fountain Valley School District

Meeting Date: December 7, 2017

Meeting Time: 7PM

District Contact Information

Name: Mark Johnson, Ed.D.

Title: Superintendent

Phone: (714) 843-3255

Email: johnsonm@fvsd.us



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel Division

M E M O R A N D U M

TO: Dr. Mark Johnson, Superintendent

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: **Receipt of the Fountain Valley Education Association's Initial Proposal for 2017-2018**

DATE: November 2, 2017

Background

Government Code, Public Notice, Section 3547 requires that copies of the initial contract proposal of the exclusive representative be presented at a public meeting and thereafter shall be public record. An initial proposal from the Fountain Valley Education Association (FVEA) has been received. In compliance with this requirement FVEA presents the attached subjects for collective bargaining.

Recommendation

It is recommended that the Board of Trustees receives the 2017-2018 initial contract proposals of the Fountain Valley Education Association.

Reference: Government Code Section 3547 – Collective Bargaining

Attachment



Fountain Valley Education Association

10231 Slater Avenue, Suite 106
Fountain Valley, CA 92708
(714) 378-0181

Wednesday, October 18, 2017

Dr. Mark Johnson, Superintendent
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Dear Dr. Johnson,

The Fountain Valley Education Association hereby notifies the Fountain Valley School District that it wishes to open the articles listed below from the collective bargaining agreement between the Fountain Valley School District and the Fountain Valley Education Association for the purposes of discussion and modification. Specific proposals will be made at a later date.

FOUNTAIN VALLEY EDUCATION ASSOCIATION

The Fountain Valley Education Association will enter into bargaining with the Fountain Valley School District for the purpose of negotiating a successor agreement to the contract currently in effect through June 30, 2017.

The Fountain Valley Education Association sets forth the following proposed issues for improvement and change in the contract including, but not limited to:

NEGOTIATIONS ISSUES

- Article VI, Hours of Employment
- Article VII, Wages
- Article XI, Class Size
- Article XIII, Transfer and Assignment

Please feel free to contact me or Anne Rogers, Bargaining Chair, if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads 'Christine Carrasco'. The signature is written in dark ink and is positioned below the word 'Sincerely,'.

Christine Carrasco
President, Fountain Valley Education Association

CC: Cathie Abdel, Personnel



FOUNTAIN VALLEY SCHOOL DISTRICT

Personnel Division

MEMORANDUM

TO: Dr. Mark Johnson, Superintendent

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: **Presentation of Fountain Valley School District's 2017-2018
Initial Proposal to Fountain Valley Education Association**

DATE: November 2, 2017

Background

Article 8 of Government Code, Public Notice, Section 3547 (a) states that "all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer and thereafter shall be public record." In compliance with this requirement, the Fountain Valley School District sets forth the following proposed issues for the purpose of negotiating a successor agreement of the current contract with the Fountain Valley Education Association:

Article IV	Employee Rights	Article VIII	Health and Welfare Benefits
Article V	Organizational Security	Article XI	Class Size
Article VI	Hours of Employment	Article XIII	Transfer and Assignment
Article VII	Wages		

In addition to the above, FVSD also has interest in negotiating any additional issues that may arise during, or as a result of, the negotiations process.

Recommendation

It is recommended that the Board of Trustees approves the 2017-2018 initial contract proposals of the Fountain Valley School District to the Fountain Valley Education Association.

Board meeting of November 9, 2017



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: Special Ed Settlement Agreement 2018-B
DATE: November 6, 2017

Background:

According to the Special Education Settlement Agreement signed on October 23, 2017 between Parents and the Fountain Valley School District, the Parties acknowledge that the Agreement shall cover the educational services provided to or on behalf of the student. Term of settlement agreement is October 30, 2017 through June 8, 2018.

Fiscal Impact:

\$35,716.00

Recommendation:

It is recommended that the Board of Trustees approves Special Ed Settlement Agreement 2018-B.



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: **APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND TURNITIN, LLC TO PROVIDE REVISION ASSISTANT TO A SMALL GROUP OF TEACHERS IN THE DISTRICT'S THREE MIDDLE SCHOOLS**
DATE: October 27, 2017

Background:

Revision Assistant is a part of the [TurnItIn.com](https://www.turnitin.com) platform. Our teachers have all been trained on Feedback Studio, the piece of TurnItIn that allows teachers to import student writing for plagiarism checks and allows teachers to give feedback digitally. We would like to offer a small group of teachers the opportunity to pilot the company's other platform, Revision Assistant. Revision Assistant allows teachers to choose from a bank of pre-built writing prompts that are varied and cover multiple writing types. Once students are assigned a writing prompt, they can plan for and compose their response within the platform. As they write, students ask the system for a "signal check," which gives them immediate feedback on their writing with targeted suggestions for revision. Students can then revise and get feedback on their revisions as many times as they need to before submitting their final work to be graded by their teacher.

We hosted a summer training for Feedback Studio for any teachers who wanted to get a head start using the platform. At the training, those teachers were introduced to Revision Assistant as well. They all expressed interest in trying both Feedback Studio and Revision Assistant. Those teachers are the ones who will make up our pilot group. They would like to use this tool to increase the opportunities their students have to get feedback on their writing before they submit it for final assessment.

Fiscal Impact:

The cost of the pilot for 7 teachers and 1000 students is \$3,500 and will run from November 1, 2017 through June 30, 2018. The District will cover the cost of the pilot that also includes training for the pilot teachers with funds allocated in the District's Local Control Accountability Plan to support student success.

Recommendation:

It is recommended that the Board of Trustees approves the partial year contract between Fountain Valley School District and Turnitin, LLC to provide a small group of teachers the opportunity to pilot Revision Assistant.



Quotation

Company Address Turnitin, LLC
2101 Webster St., Suite 1800
Oakland, CA 94612
US

Prepared By Erika Dunn-Baker

Phone (510) 764-7833

Email eleon@turnitin.com

Bill To Name Fountain Valley Elementary School
District

Bill To 10055 Slater Ave
Fountain Valley, CA 92708-4712
US

Quote To Name Fountain Valley Elementary School
District

Quote To 10055 Slater Ave
Fountain Valley, CA 92708-4712
US

Created Date 9/29/2017 3:26 PM

Quote Number Quote-Q-124030-2

Expiration Date 11/10/2017

Contact Name Steve McLaughlin
Phone 7148433285
Email mclaughlins@fvcsd.us
Fax

Additional To Name Fountain Valley Elementary School District

Additional To 10055 Slater Ave
Fountain Valley, CA 92708-4712
US

Product Name	Product Description	Qty	Start Date	End Date	Total
Online Training Session	Customized live online training on single service. Session length: 2-hours. Recording available 12-months.	1.00	11/1/2017	6/30/2018	USD 0.00
Revision Assistant Partial Year	Turnitin Revision Assistant: Instant, Formative Feedback on Student Writing	1,000.00	11/1/2017	6/30/2018	USD 3,500.00
				Sales Tax	USD 0.00
				TOTAL	USD 3,500.00

Please Note:

Products sold to certain states are subject to tax. Turnitin charges sales tax in these states: AZ, IL, IN, MA, MI, NM, NY, OH, SD, TX, UT, WA, PA.

Fee does not include applicable tax. Invoice will reflect applicable tax (state and local)

The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:

To purchase or renew your Turnitin license, please fax your purchase order and a copy of this quote to Turnitin, LLC, at: (510) 764-7612

or mail payment and a copy of this quote to:

Turnitin, LLC
Dept.34258
PO Box 39000
San Francisco, CA 94139

You may also contact us with your credit card information at (866) 816-5046 x239 or x240 By accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>.

Training: On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to Training Terms and Conditions.

2017/2018

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education

Date: October 31, 2017

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: November 9, 2017

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange county Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
	Del Sol School W18152	\$35,716.00	October 30, 2017 to June 8, 2018
	Olive Crest Academy W18158	\$37,158.40	October 11, 2017 to June 30, 2018

Approved by the FVSD Board of Trustees
November 9, 2017

Dr. Mark Johnson
Superintendent

Date:

2017/2018

HBUHSD Contract # W18152

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on October 30, 2017 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	DEL SOL SCHOOL	
Address	10055 SLATER AVENUE		Address	5340 MYRA AVENUE, SUITE A	
City, State Zip	FOUNTAIN VALLEY, CA 92708		City, State, Zip	CYPRESS, CA 90630	
LEA Case Manager	JENNY MC CANN		Phone	714-828-6409	Fax 714-828-3400
			E-Mail	DRKIM@DELSOLSCHOOL.COM	
Student Last Name	Student First Name		Program Contact Name	DR. KIM B. HUYNEN	
D.O.B.	I.D. #		Phone	714-828-6409	Fax 714-828-3400
			E-Mail	WWW.DELSOLSCHOOL.COM	
Grade Level	Sex (M or F)		Education Schedule – Regular School Year:		
Parent/Guardian Last Name	Parent/Guardian First Name		Number of Days	139	Number of Weeks 29
Address			Education Schedule – Extended School Year:		
City, State Zip			Number of Days	N/A	Number of Weeks N/A
			Contract Begins	10/30/17	Ends 06/08/18
Home Phone	Business/Mobile Phone		Master Contract Approved by the Governing Board on:		07/13/17

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 234.00	PER DIEM	139	0	\$ 32,526.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy - Individual									
b. Therapy - Group		X			\$110.00/hr	1x60min/wk	29	0	\$ 3,190.00
c. Consultation									

2017/2018

HBUHSD Contract # W18152

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
5. Occupational Therapy									
a. Therapy									
b. Consultation									
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Treatment Services									
						A + B TOTAL COST			\$ 35,716.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 3,190.00TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 35,716.00

Other Provisions/Attachments:

Progress Reporting Requirements: _____ Quarterly _____ Monthly X Trimester _____ Other (Specify) _____

APPROVED BY THE GOVERNING BOARD ON: 11/09/17

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

DEL SOL SCHOOL
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2017/2018

HBUHSD Contract # W18158

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on October 11, 2017 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	OLIVE CREST ACADEMY	
Address	10055 SLATER AVENUE		Address	2190 N. CANAL STREET	
City, State Zip	FOUNTAIN VALLEY, CA 92708		City, State, Zip	ORANGE, CA 92865	
LEA Case Manager	IRENE TURNER		Phone	714-998-6571	Fax 714-998-6573
			E-Mail		
Student Last Name		Student First Name	Program Contact Name		
D.O.B.		I.D. #	Phone		Fax
			E-Mail		
Grade Level		Sex (M or F)	Education Schedule – Regular School Year		
Parent/Guardian Last Name		Parent/Guardian First Name	Number of Days	150	Number of Weeks 32
Address			Education Schedule – Extended School Year		
City, State Zip			Number of Days	10	Number of Weeks 2
			Contract Begins	10/11/17	Ends 06/30/18
Home Phone		Business/Mobile Phone	Master Contract Approved by the Governing Board on: 07/13/17		

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION:		X			\$ 177.64	PER DIEM	150	10	\$ 28,422.40
B. RELATED SERVICES:									
1. Transportation									
a. Paid to NPS/A		X			\$ 54.60/day	1 RT/Daily	150	10	\$ 8,736.00
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	32	2	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	32	2	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2017/2018

HBUHSD Contract # W18158

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 37,158.40

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$

\$ 8,736.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$

\$ 37,158.40

Other Provisions/Attachments:

Progress Reporting Requirements: _____ Quarterly _____ Monthly ☒ Trimester _____ Other (Specify) _____

APPROVED BY THE GOVERNING BOARD ON: 11/09/17

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)