



**Ocean View School
District**

Equity and Excellence



**Board of Trustees
Agenda**



**Special Meeting
June 30, 2011**

To All Parents, District Residents, and Guests:

The Board of Trustees and the Superintendent welcome you to this meeting and hope that you will return often. Also, as a courtesy, please be sure your cell phone is turned off during all Board of Trustees' meetings. Your presence assures us of continuing community interest in Ocean View's schools.

The members of the Board of Trustees are locally elected officials who serve four-year terms of office and are responsible for the District's kindergarten through eighth grade educational program. Board of Trustees are required to conduct programs in the schools in accordance with the State of California Constitution, the California Education Code, other school-related laws enacted by the legislature, and policies and procedures which this Board of Trustees' adopts.

The agenda and its extensive background material are studied by each member of the Board of Trustees and the agenda package is provided to them at least 72 hours before each meeting. Board of Trustees can call Ocean View School District's Superintendent for clarification of any item. These procedures enable the Board of Trustees to act more effectively on agenda items.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Board of Trustees, please contact the office of the District Superintendent at (714) 847-2551. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability. Audio tape recording is made at each Board of Trustees meeting.

If you wish to address the Board of Trustees:

Requests from the Audience to Speak

1. Members of the community and employees wishing to speak to an issue shall first fill out the "Ocean View School District Oral Communications to the Board" form and submit it to the Board's Recording Secretary prior to the start of open session. Due to time constraints, speakers must limit the total of their remarks to three (3) minutes.
2. If the speaker turns in the request to address the Board of Trustees form after the start of open session, the speaker will have an opportunity to speak during "Any Other Public Communications to the Board of Trustees" prior to the close of the meeting.

Legally the Board of Trustees may discuss, but not take action, on topics brought up under this section of the agenda. The Board may refer items to the administration for follow-up or place topics on a future Board agenda.

Closed Session

In accordance with Government Code Section 54957, the Board may recess to closed session to discuss matters considered inadvisable to discuss in a public meeting.

**OCEAN VIEW SCHOOL DISTRICT
17200 Pinehurst Lane
Huntington Beach, CA 92647
(714) 847-2551**

Board of Trustees

**Debbie Cotton, Board President
Tracy Pellman, Clerk
John Briscoe, Member
John Ortiz, Member
Norm Westwell, Member**

**William V. Loose, Ed.D.
Superintendent**

MISSION STATEMENT

The mission of the Ocean View School District is to provide all our students with a high-quality educational program which:

- Meets their individual intellectual, social, emotional, and physical health needs;**
- Creates a school environment that will best promote learning necessary for each student to acquire maximum knowledge and experience; and**
- Fosters in each student a feeling of personal worth and a philosophy that encompasses worthy moral and ethical values, and sustains a growing awareness of our interdependence with society and the environment.**

2010-2011 OVSD ACTIVITY CALENDAR

Jul 2010						
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Aug 2010						
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Nov 2010						
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June

- 7** Board of Trustees' Meeting, 7:00 p.m.
- 11** Special Board of Trustees' Meeting, 10:00 a.m.
- 15** Middle School Promotions, 2:00 p.m.
- 16** Closing Day of School
- 21** Board of Trustees' Meeting, 7:00 p.m.
- 30** Special Board of Trustees' Meeting, 7:30 p.m.

Jan 2011						
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Jun 2011						
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OCEAN VIEW SCHOOL DISTRICT
17200 Pinehurst Lane
Huntington Beach, California 92647

BOARD OF TRUSTEES
SPECIAL BOARD MEETING

June 30, 2011
7:30 p.m. BUILDING D

A. CALL TO ORDER

B. ROLL CALL

C. AGENDA ADOPTION

Special Board of Trustees' Meeting of June 30, 2011 - Agenda Adoption

MOVED _____ SECONDED _____ VOTE: _____

D. PLEDGE OF ALLEGIANCE

E. PUBLIC COMMENTS

At this time, members of the public may address the Board of Trustees regarding a matter of public interest not appearing on the agenda. No action may be taken on comments of off-agenda items unless specifically authorized by law. In order to address the Board of Trustees, a speaker shall complete and turn in a Blue Card to the Board's Recording Secretary prior to the start of the Board of Trustees meeting. If the Blue Card is turned in after the start of Open Session, the speaker will have the opportunity to speak during "ANY OTHER PUBLIC COMMUNICATIONS TO THE BOARD OF TRUSTEES" later in the meeting.

If the speaker wishes to address the Board of Trustees on an item on the agenda, time will be provided at the commencement of that item. Comments shall be limited to three minutes per person.

F. NEW BUSINESS

GENERAL FUNCTIONS

F-1 AGREEMENT FOR CONSULTING SERVICES –

Pages 1-3

GERALDINE JAFFE, ATTORNEY AT LAW: Approve.

Approval of this Agreement will allow the District to bring in an outside third party to investigate pending issues related to human resources matters, complaints, and claims made against the District or its staff, on an as-needed basis. (Supporting information)

G. CLOSED SESSION

The public is invited to comment on the identified items prior to adjournment into Closed Session.

G-1 Public Employment pursuant to Government Code Section 54957. William V. Loose, Ed.D., Superintendent, will be present to provide information to the Board of Trustees.

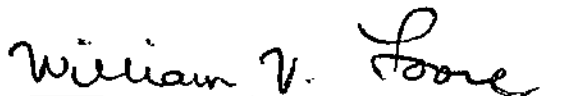
Title: Assistant Superintendent, Curriculum and Instruction

H. REPORT OF ACTION/CLOSED SESSION

I. ANY OTHER PUBLIC COMMUNICATIONS TO THE BOARD OF TRUSTEES

Speakers must limit the total of their remarks to three (3) minutes.

J. ADJOURNMENT



William V. Loose, Ed.D.
Superintendent

The next Regular Board of Trustees meeting is July 12, 7:00 p.m., District Board Room, 17200 Pinehurst Lane, Huntington Beach, CA 92647.

A copy of the Board meeting agenda is posted on the District's web site (www.ovsd.org) prior to the close of business on the Friday preceding the meeting. A copy of the agenda and supporting materials are available for review at the District Office.

Individuals with disabilities in need of copies of the agenda and/or the agenda packet or in need of auxiliary aides and services may request assistance by contacting the Superintendent's Office at 714-847-2551.

OCEAN VIEW SCHOOL DISTRICT
Huntington Beach, California

(Action)

June 30, 2011

TO: Board of Trustees
FROM: William V. Loose, Ed.D., Superintendent
SUBJECT: AGREEMENT FOR CONSULTING SERVICES – GERALDINE JAFFE,
ATTORNEY AT LAW

BACKGROUND INFORMATION:

From time to time, Ocean View School District has a need to bring in an outside third party to investigate pending issues related to human resources matters, complaints, and claims made against the District or its staff.

CURRENT CONSIDERATIONS:

To be prepared to handle these matters, the District needs to have an outside party available. Geraldine Jaffe is well-versed in Orange County, having worked as an attorney for the Orange County Department of Education prior to starting her own consulting firm.

FINANCIAL IMPLICATIONS:

As outlined in the Agreement for Consultant Services (Exhibit A), Ms. Jaffe's rate of pay is \$250 per hour.

SUPERINTENDENT'S RECOMMENDATION:

It is respectfully recommended that the Board of Trustees approve the Agreement for Consulting Services – Geraldine Jaffe, Attorney At Law, and authorize William V. Loose, Ed.D., Superintendent, to sign the necessary documents.



AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 30th day of June 2011 by and between the Ocean View School District, hereinafter referred to as "District", and Geraldine Jaffe, hereinafter referred to as the "Consultant", collectively referred to as the "Parties".

1. Services to be Performed: Investigation of specific complaints as designated by the District's authorized officers, administrators or designees.
2. Payment: The District shall pay Consultant as full consideration for the faithful performance of the requirements and obligations of this Agreement at the hourly rate of two hundred fifty dollars (\$250).
3. Relationship of the Parties: This Agreement between Consultant and District is not intended to, and shall not be construed to create an employment relationship between the Parties. It is understood that Consultant is acting as an Independent Contractor while performing the Services set forth in Paragraph 1 of this Agreement.
4. Indemnity: District will indemnify and hold harmless Consultant from and against all claims, suits, or causes of actions arising out of any complaint brought against Consultant during or as a result of the Consultant's investigation services. District will also provide legal representation for the Consultant together with District during any litigation in which Consultant is named as a defendant as a result of the investigation services. This provision does not apply to claims arising out of Consultant's negligent, willful, and/or malicious conduct in the course of the investigation.

Consultant will indemnify and hold harmless District and its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys fees arising out of the performance of the services set forth in the "Services to be Performed" section above, to the extent they are caused by the willful misconduct or negligent act or omission of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
5. Assignment: The Consultant shall not assign this Agreement or any part thereof without prior written consent of the District.
6. Governing Law: The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder shall be governed by the laws of the State of California.
7. Termination: District may terminate this Agreement within five (5) days notice to Consultant and District will pay Consultant for all Services rendered up to the effective date of termination. District will be relieved of the payment of any consideration to Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided.

8. Severability: In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first written above.

OCEAN VIEW SCHOOL DISTRICT

CONSULTANT

By: _____

William Loose, Ed.D.
Superintendent

Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647

By: _____

Geraldine Jaffe
Attorney at Law

5405 Alton Parkway
Suite 5-A
Irvine, CA 92604