



**Ocean View School
District**

Equity and Excellence



**Board of Trustees
Agenda**



**Special Meeting
August 9, 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.**

2011-2012 OVSD ACTIVITY CALENDAR

Jul 2011						
S	M	T	W	T	F	S
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31						

Aug 2011						
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Sep 2011						
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August

- 9 Special Board of Trustees' Meeting, 6:30 p.m.
- 16 Board of Trustees' Meeting, 7:00 p.m.
- 22 School Offices Open to Public

September

- 5 Labor Day Holiday
- 6 Board of Trustees' Meeting, 7:00 p.m.
- 7 Opening Day of School
- 20 Board of Trustees' Meeting, 7:00 p.m.

October

- 4 Board of Trustees' Meeting, 7:00 p.m.
- 18 Board of Trustees' Meeting, 7:00 p.m.

November

- 1 Board of Trustees' Meeting, 7:00 p.m.
- 11 Veterans' Day Holiday
- 15 Board of Trustees' Meeting, 7:00 p.m.
- 21-25 Thanksgiving Recess

December

- 6 Board of Trustees' Meeting, 7:00 p.m.
- 19-30 Winter Recess

January

- 2 Winter Recess
- 3 School Reconvenes
- 16 Martin Luther King Holiday

February

- 13 Lincoln's Birthday Holiday
- 20 Washington's Birthday Holiday

March

April

- 9-13 Spring Recess

May

- 28 Memorial Day Holiday

June

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

BOARD OF TRUSTEES
SPECIAL BOARD MEETING

AUGUST 9, 2011 – 6:30 P.M.
BUILDING D

A. CALL TO ORDER

B. ROLL CALL

C. AGENDA ADOPTION

Special Board of Trustees' Meeting of August 9, 2011 - Agenda Adoption

MOVED _____ SECONDED _____ VOTE: _____

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

D. CLOSED SESSION

E. REPORT OF ACTION/CLOSED SESSION

F. PLEDGE OF ALLEGIANCE

G. 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.

H. NEW BUSINESS

GENERAL FUNCTIONS

H-1 INDEPENDENT CONTRACTOR AGREEMENT WITH

(ACTION)

RANDY STEIN: Approval.

Pages 1-7

A short-term Agreement to begin the 2011-2012 school year is needed to allow the District to contract for services relating to computer service and repair with Independent contractor, Randy Stein. (Supporting information)

MOVED _____ SECONDED _____

VOTE: _____

H. NEW BUSINESS (continued)

ADMINISTRATIVE SERVICES

H-2 AWARD OF CONTRACT FOR THE CIRCLE VIEW ELEMENTARY SCHOOL ADA RESTROOM MODIFICATION PROJECT, (ACTION) Pages 8-10
BID NUMBER 02:1011: Approval.

Approval of this Contract will allow construction to begin at Circle View School to install ADA compliant restroom modifications. (Supporting information)

MOVED _____ SECONDED _____ VOTE: _____

I. ANY OTHER PUBLIC COMMUNICATIONS TO THE BOARD OF TRUSTEES

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

J. CLOSED SESSION

K. REPORT OF ACTION/CLOSED SESSION

L. ADJOURNMENT

William V. Loose

William V. Loose, Ed.D.
Superintendent

The next Regular Board of Trustees meeting is August 16, 2011, 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)

August 9, 2011

TO: William V. Loose, Ed.D., Superintendent
FROM: Mark A. Schiel, Assistant Superintendent, Administrative Services
SUBJECT: INDEPENDENT CONTRACTOR AGREEMENT WITH RANDY STEIN

BACKGROUND INFORMATION:

Since 1995, the District has outsourced the maintenance and repair of computers and peripherals. While the District is considering the option of bringing this service back in-house, it is necessary to extend the past contract for a short period of time.

CURRENT CONSIDERATIONS:

Randy Stein is the current outside contractor recommended for providing the repair and maintenance service. Randy Stein (formerly an employee of TSG) has been working with the District for the past nine school years and has performed in a satisfactory manner. It is recommended that Mr. Stein, as an independent contractor, continue to provide the maintenance and repair service on an as-needed basis to begin the 2011-2012 school year. Since this is a specialized service, it is not necessary to formally bid for the contracted services.

The terms and conditions for providing these services to schools are outlined in the Independent Contractor Agreement shown in Exhibit A.

FINANCIAL IMPLICATIONS:

The estimated cost for outside contractor services to support the schools is not to exceed \$15,000 beginning August 10, 2011, through no later than September 30, 2011. Mr. Stein will perform these technician service duties for a set hourly fee of fifty dollars (\$50.00) per hour. This rate is \$10.00 per hour less than was charged by TSG. Monies have already been budgeted to cover this expense in the Information Services operating budget from the District's General Fund.

RECOMMENDATION:

It is respectfully requested that the Superintendent recommend that the Board of Trustees approve Independent Contractor Agreement with Randy Stein, and authorize Mark A. Schiel, Assistant Superintendent, Administrative Services, to execute all necessary documents. Mr. Schiel will be available to respond to questions from the Board of Trustees.

SUPERINTENDENT'S RECOMMENDATION:

It is respectfully recommended that the Board of Trustees approve Independent Contractor Agreement with Randy Stein, and authorize Mark A. Schiel, Assistant Superintendent, Administrative Services, to execute all necessary documents. Mr. Schiel will be available to respond to questions from the Board of Trustees.

Agenda.8.9.11.RStein

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Ocean View School District, hereinafter referred to as "DISTRICT," and Randy Stein (on file)

CONTRACTOR	TAXPAYER I.D. NUMBER
309 Nutwood Street	Brea
Mailing Address	City
	CA
	State
	92821
	Zip

hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services requires; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services** to be provided by Contractor:
 - A. **On-site Technician for PC/peripheral support.** Technician will report to the Director of Information Services up to five days per week and will work an eight hour day during regular business hours. Duties will include, but are not limited to: problem determination, repair, installation, upgrades, moves, etc. Hourly rate = \$50.00 per hour.
2. **Term.** CONTRACTOR shall commence providing services under this AGREEMENT on August 10, 2011. This AGREEMENT will be in effect on an as-needed basis; however, the contract will terminate no later than September 30, 2011.
3. **Compensation.** DISTRICT agrees to pay the CONTRACTOR, for services satisfactorily rendered pursuant to this AGREEMENT, a total fee not to exceed Fifteen Thousand (\$15,000) Dollars. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
Technician's hourly rate identified in item 1 a above.
4. **Expenses.** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

5. **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

7. **Originality of Services.** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with the AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Termination.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or not later than three days after the day of mailing, whichever is sooner.

9. **Hold Harmless.** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any persons, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered

by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

10. **Insurance.** Pursuant to Section 9, CONTRACTOR agrees to carry a comprehensive general liability insurance with limits of One Million Dollars (\$ 1,000,000) per occurrence in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. No later than August 10, 2011, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

11. **Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

12. **Compliance With Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

13. **Permits/Licenses.** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

14. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

15. **Affirmative Action Employment.** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. **Non Waiver.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

17. **Notice.** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demand may be given either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Mark A. Schiel, Assistant Superintendent,

Administrative Services

Ocean View School District

17200 Pinehurst Lane

Huntington Beach, CA 92647

CONTRACTOR:

Randy Stein

309 Nutwood Street

Brea, CA 92821

Cell Phone 904.0967

18. **Severability.** If any term, condition or provision of 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 and effect, and shall not be affected, impaired or invalidated in any way.

19. **Governing Law.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF August, 2011.

DISTRICT:

Ocean View School District

17200 Pinehurst Lane

Huntington Beach, CA 92647

CONTRACTOR:

Randy Stein

309 Nutwood Street

Brea, CA 92821

BY: _____

Signature

Mark A. Schiel

Typed Name

Assistant Superintendent, Admin. Services

Title

BY: _____

Signature

Randy Stein

Typed Name

Contractor

Title

(on file at District)

Social Security or Taxpayer Identification #

OCEAN VIEW SCHOOL DISTRICT
Huntington Beach, California

(Action)

August 9, 2011

TO: William V. Loose, Ed. D., Superintendent

FROM: Mark A. Schiel, Assistant Superintendent, Administrative Services

SUBJECT: AWARD OF CONTRACT FOR THE CIRCLE VIEW ELEMENTARY SCHOOL
ADA RESTROOM MODIFICATION PROJECT, BID NUMBER 02:1011

BACKGROUND INFORMATION:

On April 13, 2010, the Board of Trustees approved the purchase and installation of one 24' X 40' relocatable building for the Child Care Program at Circle View Elementary School. The relocatable building project was completed during the fall and winter of 2010.

The Division of the State Architect's (DSA) approval for the installation of one relocatable building at Circle View Elementary School was received on November 4, 2010; however, certification to close the relocatable project by DSA is contingent upon modifications to an existing boys' and girls' restroom to meet minimum ADA requirements. The ADA restroom modifications include removing existing fixtures and partitions and installing ADA compliant fixtures and partitions.

CURRENT CONSIDERATIONS:

A legal advertisement was placed in the Orange County Register for the Circle View Elementary School ADA Restroom Modification Project, Bid Number 02:1011 on June 6 and 13, 2011. The District held a public bid opening on June 28, 2011. There were no bids received at the public bid opening held on June 28, 2011. Per the Orange County Department of Education's legal counsel, the District was required to hold a second bid opening. A legal advertisement was placed in the Daily Pilot on July 12 and 19, 2011. The District held a public bid opening on August 2, 2011. A listing of each bidder, and the amount of each bid received on August 2, 2011, is attached per Exhibit A. Frank Shariat DBA Frank Shariat General Engineering was determined to be the lowest responsive and responsible bidder. The project is scheduled to begin on August 18, 2011, and be substantially complete on September 7, 2011.

FINANCIAL IMPLICATIONS:

The overall project cost for the Circle View Elementary School ADA Restroom Modification Project is estimated at \$40,275 which will be paid from Developer Fees (Fund 25).

RECOMMENDATION:

It is respectfully requested that the Superintendent recommend that the Board of Trustees approve Award of Contract for the Circle View Elementary School ADA Restroom Modification Project, Bid Number 02:1011, to Frank Shariat DBA Frank Shariat General Engineering, the lowest responsive and responsible bidder, and authorize Mark A. Schiel, Assistant Superintendent, Administrative Services, to execute all necessary documents related to this project including agreements, change orders, and notices of completion. Mr. Schiel will be available to respond to questions from the Board of Trustees.

SUPERINTENDENT'S RECOMMENDATION:

It is respectfully recommended that the Board of Trustees approve Award of Contract for the Circle View Elementary School ADA Restroom Modification Project, Bid Number 02:1011, to Frank Shariat DBA Frank Shariat General Engineering, the lowest responsive and responsible bidder, and authorize Mark A. Schiel, Assistant Superintendent, Administrative Services, to execute all necessary documents related to this project including agreements, change orders, and notices of completion. Mr. Schiel will be available to respond to questions from the Board of Trustees.

