

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675

REVISED
11-28-11

BOARD OF TRUSTEES
Regular Meeting

November 30, 2011

Closed Session 6:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:30 P.M.

1. **CALL TO ORDER**
2. **CLOSED SESSION COMMENTS**
3. **CLOSED SESSION** (as authorized by law)

A. CONFERENCE WITH LABOR NEGOTIATORS

Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel/Sara Jocham/Jeff Bristow
Employee Organizations:

- 1) Capistrano Unified Education Association (CUEA)
 - 2) California School Employees Association (CSEA)
 - 3) Teamsters
 - 4) Unrepresented Employees (CUMA)
- (Pursuant to Government Code §54957.6)*

RECORDING OF SCHOOL BOARD MEETINGS

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

Oral Communications will occur immediately following Board and Superintendent Comments. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

PUBLIC HEARING

- 1. PUBLIC HEARING REGARDING RESOLUTION NO. 1112-26 - INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE COMPRESSED NATURAL GAS DISPENSER AT THE ALISO VIEJO TRANSPORTATION CENTER:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on Resolution No. 1112-26, Initial Study/Mitigated Negative Declaration for the Compressed Natural Gas Fueling Dispenser at the Aliso Viejo Transportation Center. Supporting information is located in Exhibit 2.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.

DISCUSSION/ACTION ITEMS

- 2. RESOLUTION NO. 1112-26 - INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE COMPRESSED NATURAL GAS DISPENSER AT THE ALISO VIEJO TRANSPORTATION CENTER:** DISCUSSION/
ACTION
Page 1
EXHIBIT 2

The District is proposing the installation of a new Compressed Natural Gas (CNG) bus fueling dispenser within its existing Aliso Viejo Transportation Center. The fueling dispenser would serve 20 existing low-emitting CNG buses currently operated by the District in an effort to promote and enhance its clean, alternative-fueled bus fleet.

District personnel have been coordinating with the City of Aliso Viejo for an administrative approval, which includes a Conditional Use Permit. In the initial review, the city requested an environmental assessment of the proposed CNG facility to accompany the Conditional Use Permit application. The District prepared and distributed for public comment an Initial Study/Mitigated Negative Declaration and a Risk Assessment that examined potential impacts from the construction and operation of a CNG dispenser at this location. The public review/comment period was October 18 to November 7, 2011, and the received comments and corresponding responses were included within the final Initial Study/Mitigated Negative Declaration. With the approval of Resolution No. 1112-26, Initial Study/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center, the District will be able to move forward with the Conditional Use Permit process.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Staff Recommendation

Following the public hearing, it is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-26, Initial Study/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

3. SELECTION OF CAPISTRANO-LAGUNA BEACH REGIONAL OCCUPATIONAL PROGRAM BOARD REPRESENTATIVES:

DISCUSSION/
ACTION

The Capistrano-Laguna Beach Regional Occupational Program (ROP) Board of Trustees consists of two board members from each of the Capistrano and Laguna Beach Unified Districts. Trustees Alpay and Brick served as representatives for 2011 with Trustee Bryson serving as the alternate. The ROP Board meets eight times a year on a day and time set by the ROP Board. The ROP Board currently meets the third Thursday of the month at 3:00 p.m. and typically does not have board meetings in April, July, September, and November. The 2012 schedule will be set at the ROP board's organizational meeting scheduled for December 15, 2011. There is no financial impact.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board select two of its members to serve as ROP board members for 2012.

4. CALIFORNIA PREPARATORY ACADEMY UPDATE AND STRATEGIC PLAN:

INFORMATION/
DISCUSSION
Page 135
EXHIBIT 4

On April 11, 2011, the Board of Trustees approved the implementation of an independent study high school. A general update was presented to the Board of Trustees on August 24, 2011, with the understanding that a more detailed report and strategic plan be presented in November. At the request of Trustees, the California Preparatory Strategic Plan will be presented as an informational item. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present an update regarding the California Preparatory Academy and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

5. ~~MEMORANDUM OF UNDERSTANDING WITH SADDLEBACK COLLEGE:~~

DISCUSSION/
ACTION
Page 141
EXHIBIT 5

~~San Juan Hills High School and Saddleback Community College have developed this joint Memorandum of Understanding to provide guidelines as we work together to implement a comprehensive pilot program to enhance student preparedness and success at Saddleback College. There is no financial impact.~~

~~*CUSD Strategic Plan Pillar 1: Community Relations*~~

~~*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*~~

~~*Contact: Julie Hatchel, Assistant Superintendent, Education Services*~~

Staff Recommendation

~~It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.~~

~~Following discussion, it is recommended the Board of Trustees approve the Memorandum of Understanding with Saddleback College.~~

Motion by _____ Seconded by _____

6. SECOND READING – REVISIONS TO BOARD POLICY 5111, STUDENT ADMISSION:

The passage of Senate Bill 1381 (SB 1381) in 2010 introduced a variety of changes to the enrollment dates for children entering kindergarten and first grade in California, as well as, creating enrollment options for students who miss the kindergarten age cutoff as a result of SB 1381. In accordance with the new entry age requirements, Board Policy 5111 is being amended to reflect those new entry dates as well as outline the birthdates of students who qualify for transitional kindergarten programs. Other changes to the Board policy reflect the required documentation to verify entry age. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended that the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5111, *Student Admission*.

Motion by _____ Seconded by _____

7. SECOND READING – REVISIONS TO BOARD POLICY 5119, OPEN ENROLLMENT:

Board Policy 5119 is being revised to change the category for District students who are siblings of any student currently in attendance and who will continue to be enrolled at the same school next year, to be moved from priority A to priority B status. This will enable siblings to continue to enroll beyond the published application deadline. There is no financial impact. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended that the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5119, *Open Enrollment*.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION

Page 143

EXHIBIT 6

DISCUSSION/
ACTION

Page 147

EXHIBIT 7

8. **THIRD READING – REVISIONS TO BOARD POLICY 5165, HEALTH EXAMINATIONS:** DISCUSSION/
ACTION
Page 151
EXHIBIT 8

Board Policy 5165 is the governing policy outlining vision and hearing, scoliosis, and sports examination requirements. The policy was adopted in 1997 and has not been revised since. Minor language edits are periodically needed to keep this policy current. The recommended changes will clarify the language and will comply with current law. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended that the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5165, *Health Examinations*.

Motion by _____ Seconded by _____

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. 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 the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and the staff recommend approval of all consent Calendar items.

GENERAL FUNCTIONS

9. **SCHOOL BOARD MINUTES:** Page 155
EXHIBIT 9
Approval of the minutes of the November 14, 2011, regular Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

BUSINESS & SUPPORT SERVICES

10. **DONATIONS OF FUNDS AND EQUIPMENT:** Page 161
EXHIBIT 10
A number of gifts have been donated to the District, including \$493,035.31 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

11. **INDEPENDENT CONTRACTOR AGREEMENT AMENDMENT – LET’S TALK SPEECH AND LANGUAGE THERAPY:** Page 165
EXHIBIT 11
Approval of the amendment to the independent contractor agreement with Let’s Talk Speech & Language Therapy to increase the half-hour session rate from \$62.00 to \$67.50. This agreement provides independent educational evaluations for speech and language evaluations for District students. Scheduled services under this contract are estimated to be \$7,000, paid by special education funds. Additional services may be required as determined by a student’s Individualized Educational Plan. Separate purchase orders will be approved by the Board of Trustees for such services.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

12. **INDEPENDENT CONTRACTOR AGREEMENT – INDEPENDENT EDUCATIONAL EVALUATIONS FOR NEUROPSYCHOLOGICAL AND PSYCHOEDUCATIONAL ASSESSMENTS, DR. RIENZI HAYTASINGH, LLC:** Page 177
EXHIBIT 12
Approval of an independent contractor agreement with Dr. Rienzi Haytasingh, LLC, to provide independent educational evaluations and services for neuropsychological and psychoeducational assessments to District students. Dr. Haytasingh will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the District, paid by special education funds. Expenditures under this contract are estimated to be \$15,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
13. **INDEPENDENT CONTRACTOR AGREEMENT – SPEECH LANGUAGE PATHOLOGY SERVICES, PROGRESSUS THERAPY, LLC:** Page 187
EXHIBIT 13
Approval of an independent contractor agreement with Progressus Therapy, LLC, to provide speech language pathology services for District students. Ms. Stella Mills, bilingual speech pathologist, will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the District, paid by special education funds. Expenditures under this contract are estimated to be \$20,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
14. **INDEPENDENT CONTRACTOR AGREEMENT – SERVICES RELATED TO DEVELOPMENT, TRAINING, AND DEPLOYMENT OF SHAREPOINT SOFTWARE, ALPENSAPRUCE, LLC:** Page 197
EXHIBIT 14
Approval of an independent contractor agreement with AlpenSpruce, LLC, to provide consultant services related to the development, training, and deployment of SharePoint software, and other services as requested by the District. AlpenSpruce will provide services at the rates indicated in their Description of Work incorporated in the agreement. Expenditures under this contract are estimated to be \$75,000, paid by Microsoft voucher funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
15. **INDEPENDENT CONTRACTOR AGREEMENT – COMMUNITY – BASED INSTRUCTION FOR ADULT TRANSITIONS PROGRAM, TIWAHE TECHNOLOGY, LLC:** Page 210
EXHIBIT 15
Approval of an independent contractor agreement with Tiwahe Technology, LLC, to provide community-based instruction to District students attending the Adult Transition Program. Students will attend seven training workshops that will include the use of technology and equipment in the workplace. Tiwahe Technology will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, paid by the Adult Transition Program. Expenditures under this contract are estimated to be \$5,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
16. **INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING SERVICES, TRICIA ELIZABETH KRANTZ:** Page 218
EXHIBIT 16
Approval of an independent contractor agreement with Tricia Elizabeth Krantz to provide counseling services for District students. Ms. Krantz will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the District, paid by special education funds. Expenditures under this contract are estimated to be \$15,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

17. **INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING SERVICES, BRENDA CRARY:** Page 228
EXHIBIT 17
Approval of an independent contractor agreement with Brenda Crary to provide counseling services for District students. Ms. Crary will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the District, paid by special education funds. Expenditures under this contract are estimated to be \$15,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
18. **INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING SERVICES, IRMA GARCIA:** Page 238
EXHIBIT 18
Approval of an independent contractor agreement with Irma Garcia to provide counseling services for District students. Ms. Garcia will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the District, paid by special education funds. Expenditures under this contract are estimated to be \$15,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
19. **INDEPENDENT CONTRACTOR AGREEMENT – PREPARATION OF ANNUAL AND FIVE – YEAR REPORT FOR DEVELOPER FEES, DOLINKA GROUP, LLC:** Page 248
EXHIBIT 19
Approval of an independent contractor agreement with Dolinka Group, LLC, to provide consultant services related to the preparation of the annual and five-year report for developer fee revenue and expenditures. Dolinka Group will provide services at the rates indicated in their proposal. Expenditures under this contract are estimated to be \$3,000, paid by developer fees.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
20. **INDEPENDENT CONTRACTOR AGREEMENT – SPEECH LANGUAGE PATHOLOGY SERVICES, EDUCATIONAL BASED SERVICES:** Page 258
EXHIBIT 20
Approval of an independent contractor agreement with Educational Based Services to provide speech language pathology services. Educational Based Services will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as outlined in the agreement, paid by special education funds. Expenditures under this contract are estimated to be \$66,500.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
21. **INDEPENDENT CONTRACTOR AGREEMENT – POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORT CONSULTING AND TRAINING SERVICES, CALTAC, INCORPORATED:** Page 268
EXHIBIT 21
Approval of an independent contractor agreement with CalTAC, Incorporated to provide positive interventions and support consulting and training services. CalTAC Incorporated will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as outlined in the agreement, paid by Title I Staff Development funds. Expenditures under this contract are estimated to be \$38,622.90.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

22. DECLARATION OF SURPLUS ITEMS:

Approval of the declaration of surplus items listed and described as surplus, and the approval of the public and private disposition of the surplus items in accordance with Education Code §17545-17546 and Board Policy 3270. District sites and programs have accumulated various pieces of equipment, vehicles, materials, and other items that are beyond economical repair, obsolete, no longer required within the current curriculum, or necessary for any other school purpose. These items will be disposed by public sale, or if no reasonable bids are received, by private sale for salvage. All items are subject to reallocation within the District prior to sale or disposal. Revenues from the sale are unknown. Sale proceeds may be deposited into the original fund from which the purchase was made.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Page 278
EXHIBIT 22

23. AGREEMENT FOR ARCHITECTURAL SERVICES, PJHM ARCHITECTS, INCORPORATED:

Approval of an agreement for architectural services with PJHM Architects, Incorporated to provide architectural services related to the Division of State Architect closeout and certification effort at multiple campuses, continued services related to projects currently under contract, and new projects as requested by the District. The new contract will commence December 8, 2011, at the prices shown in the fee schedule.

In light of the fiscal crisis, the firm was contacted requesting reduced pricing for the 2012 – 2013 renewal period. The firm agreed to maintain the existing rates from the 2006-2011 agreement. Additionally, most fees for architectural services are negotiated by the District for a specific scope of services on lump sum or fixed-fee basis. Pricing will be firm for two years, with three additional one-year renewal terms at the option of the Board of Trustees. Funding for architectural services will be from the appropriate project accounts.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Page 280
EXHIBIT 23

24. CLIENT AGREEMENT – APEX LEARNING DIGITAL CURRICULUM SOLUTIONS, APEX LEARNING:

Approval of a client agreement with Apex Learning to provide digital curriculum solutions for credit recovery courses. The contract includes ClassTools Achieve courses, California High School Exit Exam Prep courses, and professional development services. Apex Learning will provide services at the rates indicated in the agreement through August 31, 2014. Expenditures under this contract are estimated to be \$163,225 funded by the general fund.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Page 340
EXHIBIT 24

25. INCOME AGREEMENT – AUTISM SPECTRUM DISORDER CONSULTATION SERVICES, ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Approval of an income agreement with the Orange County Superintendent of Schools to provide autism spectrum disorder consultation services. The contract includes technical assistance to District staff through didactic training, program review and development, and on-site visitations. The contract also provides assistance in the establishment of workshops for parents, general education staff, and administrators. The Orange County Superintendent of Schools will provide services at the rates indicated in the agreement for the 2011-2012 school year. Expenditures under this contract are estimated to be \$2,250 funded by special education.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Page 352
EXHIBIT 25

26. EXTENSION OF AGREEMENT FOR RFP NO. 3-1011, UNIFORM SERVICE – CINTAS CORPORATION:

Page 358
EXHIBIT 26

Approval of the extension of the agreement for uniform service to be provided by Cintas Corporation. The vendor was sent a letter requesting reduced pricing for the 2011-2012 renewal year. Cintas Corporation will hold their pricing even though they have experienced continued increases in operating and energy costs. This contract provides competitive rates for uniform services as required by the District. Estimated expenditures for 2011-2012 utilizing this contract are approximately \$43,000, funded from the appropriate accounts, for the various departments requiring uniform services.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

27. CONTINUOUS PUBLIC NOTICE – DISPOSAL OF SURPLUS PROPERTY:

Page 372
EXHIBIT 27

Approval of the continuous public notice related to the disposal of District-owned surplus property. Prior to a sale, the District must give public notice. The continuous public notice meets the requirements of the law and allows for timely disposal of items that are beyond economical repair, obsolete, no longer required within the current curriculum, or necessary for any other school purpose. The current public notice needs to be updated to change website information to show Joseph M. Farley as Superintendent. This public notice will be posted at the Capistrano Unified School District Education Center, the Maintenance & Operations building at the Thornsley Center, and on the Purchasing and Maintenance & Operations websites.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

28. NEWPORT-MESA UNIFIED SCHOOL DISTRICT BID NO. 105-12, SCHOOL AND OFFICE FURNITURE – CULVER-NEWLIN, INCORPORATED; CONCEPTS SCHOOL AND OFFICE FURNISHINGS; AND SCHOOL SPECIALTY, INCORPORATED:

Approval authorization to utilize Newport-Mesa Unified School District's Bid No. 105-12 School and Office Furniture for the purchase of classroom and office furniture from Culver-Newlin, Incorporated; Concepts School and Office Furnishings; and School Specialty, Incorporated, as needed, under the same terms and conditions of the public agency's contract. This contract provides competitive pricing and allows staff to streamline the procurement process. Anticipated annual expenditures utilizing this contract are approximately \$90,000, funded by the appropriate accounts.

School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.

ADJOURNMENT

Motion by _____

Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY,
DECEMBER 12, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT
OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO,
CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:
www.capousd.org

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you can be with us at this meeting, and we hope you will return often. Your visit assures us of continuing community interest in our schools.

The members of the Board of Trustees of this District are locally elected state officials, who serve four-year terms of office, and who are responsible for the educational program of our community from grades kindergarten through twelve. They are required to conduct programs of the schools in accordance with the State of California Constitution, the State Education Code, and other laws relating to schools enacted by the Legislature, and policies and procedures which this Board adopts.

The Board is a policy-making body whose actions are guided by the school district's Mission and Goals. Administration of the District is delegated to a professional administrative staff headed by the Superintendent.

The agenda and its extensive background material are studied by each member of the Board for at least two days preceding the meeting. Board Members can call the administrative staff for clarification on any item, and many of the items on the agenda were discussed by the Board during previous meetings. These procedures enable the Board to act more effectively on agenda items than would otherwise be possible.

WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

ITEMS ON THE AGENDA. Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted three (3) minutes to make a presentation to the Board at the time a specific item is under discussion. However, the time assigned for individual presentations could be fewer than three (3) minutes depending upon the total number of speakers who wish to address a specific agenda topic. Prior to the opening of the meeting, a Request to Address the Board card (located in the foyer) should be completed and submitted to the Secretary of the Board. The total time devoted to presentations to the Board shall not exceed twenty (20) minutes, unless additional time is granted by the Board. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic under consideration. Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic.

ORAL COMMUNICATIONS (Non-Agenda Items). Citizens may address the Board on any item not appearing on the agenda. Individual presentations are limited to three (3) minutes per individual, with twenty (20) minutes in total being devoted for this purpose, but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. However, at its discretion, the Board may refer items to the administration for follow-up or place topics on a future Board agenda.

PUBLIC HEARINGS. Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the policy or recommended actions which are directed at the time of the hearing.

CLOSED SESSION. In accordance with Education Code §35146 and Government Code §54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

REASONABLE ACCOMMODATION

In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Friday before the scheduled meeting. Such notification shall provide school district personnel time to make reasonable arrangements to assure accessibility to the meeting.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 30, 2011

RESOLUTION NO. 1112-26

**INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE COMPRESSED
NATURAL GAS DISPENSER AT THE ALISO VIEJO TRANSPORTATION CENTER**

BACKGROUND INFORMATION

The District is proposing the installation of a new Compressed Natural Gas (CNG) bus fueling dispenser within its existing Aliso Viejo Transportation Center. The fueling dispenser will serve 20 existing low-emitting CNG buses currently operated by the District in an effort to promote and enhance its clean, alternative-fueled bus fleet. The fueling dispenser is located on the east side of the property. The CNG buses are currently fueled at an off-site location until such time the District constructs the on-site dispenser.

In November 2007, the Board of Trustees directed staff to prepare the necessary plans to build and operate the CNG dispenser. Also, the District was able to secure additional grant funding from South Coast Air Quality Management District in the amount of \$271,553 for the construction of the CNG dispenser. The early steps taken by District staff to secure the necessary project approvals included:

- Coordination with the City of Aliso Viejo, Southern California Gas Company, South Coast Air Quality Management District, and Orange County Fire Authority in 2008 and 2009
- Submittal of Conditional Use Permit Application to the City of Aliso Viejo in 2010
- Preparation and Certification of a Mitigated Negative Declaration in 2010

In 2010, the adjacent property owner, Temple Beth El, expressed concern about the proposed fueling project. Temple Beth El is located immediately west of the Transportation Center and the proposed CNG facility is approximately 150 feet from the shared property line. At the Temple's request, staff met with representatives of the City of Aliso Viejo and Temple Beth El on Tuesday, May 11, 2010, regarding the proposed location of the CNG dispenser. The Temple's primary concerns were safety and noise associated with its installation and operation. The Temple operates a preschool child care facility and elementary school; the primary reason for their concerns.

The Temple Beth El recommended the District move the location of the proposed facility further away from the Temple property line, i.e., on the other side of the transportation building. The District met with the Gas Company regarding the extension of the gas line to the preferred location and received assurance that this relocation is acceptable. District personnel reinitiated efforts with city staff and adjacent property owners to reach consensus on the scope of the project. The plans and specifications of the facility in the new location are now complete. Moreover, a Risk Assessment study was prepared by the District to review, identify, and evaluate any risks associated with the construction and operation of the CNG dispenser.

Due to the change in its location at the transportation center, a revised Initial Study/Mitigation Negative Declaration was prepared and distributed in accordance with environmental review requirements. Neighboring property owners were also notified of the proposed project and environmental analysis. The public review/comment period for the Initial Study/Mitigation Negative Declaration was October 18 to November 7, 2011 and the comments received along with corresponding responses were included within the final Initial Study/Mitigation Negative Declaration.

With the Board's adoption of Resolution 1112-26 certifying the Initial Study/Mitigation Negative Declaration as complete, the District can move forward in pursuing city approval of the Conditional Use Permit. The scheduled public hearing date at the City of Aliso Viejo for the Conditional Use Permit application is December 7, 2011.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of Resolution No. 1112-26, Initial Study/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center.

Copies of the following documents are included herein:

- Resolution No. 1112-26, Initial Study/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center (Attachment 1)
- Initial Study/Mitigation Negative Declaration and Risk Assessment Reports (Attachment 2)
- Response to Comments Report (Attachment 3)

FINANCIAL IMPLICATIONS

The total estimated cost to design and construct the CNG facility is \$882,450 and will be funded from a combination of grant funds and developer fees. When completed, the CNG dispenser will have a positive impact on the District's general fund as the CNG buses are currently being fueled off site at a cost of nearly \$9,000 per month. Costs associated with the environmental studies were funded from the District's developer fee account.

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-26, Initial Study/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-26

**INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
FOR THE COMPRESSED NATURAL GAS DISPENSER AT THE ALISO VIEJO
TRANSPORTATION CENTER**

WHEREAS, the Capistrano Unified School District (“District”) is a public school district duly formed under the laws the State of California; and

WHEREAS, the District is the lead agency pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, the District has the responsibility and duty to provide adequate educational facilities in accordance with State law for students and staff members to facilitate academic, social, emotional and personal growth; and

WHEREAS, the Board of Trustees directed staff to prepare the necessary environmental documentation to evaluate the adoption of the Compressed Natural Gas (CNG) dispenser; and

WHEREAS, on October 18, 2011, the District distributed an Initial Study and Mitigated Negative Declaration (IS/MND) for the CNG dispenser; and

WHEREAS, the IS/MND was prepared pursuant to the requirements of CEQA to evaluate the environmental effects and mitigation measures associated with the Compressed Natural Gas dispenser; and

WHEREAS, pursuant to the requirements of CEQA, a mitigation monitoring program was prepared and made part of the final IS/MND; and

WHEREAS, the IS/MND was distributed for a 20-day public comment period from October 18, 2011 to November 7, 2011; and

WHEREAS, written comments on the IS/MND were received from the City of Aliso Viejo and the Temple Beth El during the public comment period; and

WHEREAS, said comment letters were responded to through a Response to Comments section of the final IS/MND. A copy of said document has been included with this Resolution’s Board agenda item; and

WHEREAS, District staff has recommended that the Board adopt the IS/MND as complete and adequate; and

WHEREAS, the Board of Trustees has reviewed all environmental documentation comprising the IS/MND and finds the IS/MND considers all environmental effects of the proposed project, and is complete and adequate, and fully complies with all requirements of CEQA; and

WHEREAS, District staff and the District's CEQA consultant have recommended the Board find this IS/MND adequate and complete, and adopt it in compliance with CEQA Guidelines §15074; and

BE IT FURTHER RESOLVED the Board of Trustees of Capistrano Unified School District hereby adopts the following findings regarding the IS/MND prepared for the CNG dispenser:

1. The Board of Trustees certifies the IS/MND was completed in compliance with CEQA and is complete and adequate in that it addresses all environmental effects of the proposed project and fully complies with the requirements of CEQA;
2. The Board of Trustees has reviewed and considered the information contained in the IS/MND prior to approving this project;
3. The IS/MND reflects the Board of Trustee's independent judgment and analysis;
4. The Board of Trustees finds the IS/MND has identified all significant environmental effects of the project and that there are no known potential environmental impacts that are not addressed in the IS/MND;
5. The Board of Trustees finds no substantial evidence has been presented which would vitiate the facts and conclusion in the IS/MND;
6. The Board of Trustees finds no significant new information has been added to this IS/MND subsequent to distribution of the IS/MND pursuant to CEQA §15073.5 such that recirculation for additional public review is necessary;

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 30th day of November 2011, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 30th day of November 2011.

John M. Alpay, Clerk

Joseph M. Farley, Ed. D.
Superintendent
Secretary of the Board of Trustees

**INITIAL STUDY
FOR:**

**CNG FUELING
STATION**



prepared for:

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

33122 Valle Road
San Juan Capistrano, CA 92675
Tel: 949.234.9449

Contact:
Cary Brockman
Director, Facilities
Planning

prepared by:

**THE PLANNING
CENTER|DC&E**

3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Tel: 714.966.9220 • Fax: 714.966.9221
E-mail: information@planningcenter.com
Website: www.planningcenter.com

Contact:
Dwayne Mears, AICP
Principal, School
Facilities Planning

CVS-02.1E

OCTOBER 2011

Attachment 2

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1. Introduction

The Capistrano Unified School District (District) is seeking approval of a conditional use permit (CUP) amendment from the City of Aliso Viejo to allow installation and use of compressed natural gas (CNG) fueling stations on the District's existing transportation center at 2B Liberty Drive in the City of Aliso Viejo. The District owns and operates 20 CNG-powered school buses, but does not currently have a fueling facility for these buses which must be driven to the City of Irvine to be fueled.

1.1 PROJECT LOCATION

The project site is in the City of Aliso Viejo in Orange County. Regional access to the site is from State Route 73 (SR-73, also known as the San Joaquin Hills Transportation Corridor) via Aliso Creek Road, as shown in Figure 1, *Regional Location*. SR-73 is approximately 1.3 miles north of the project site. More specifically, the project site is in the eastern portion of the existing transportation center at 2B Liberty Drive. Access to the transportation center is from Liberty Drive via a driveway. The northeast corner of the transportation center is near the intersection of Aliso Creek Road and Aliso Viejo Parkway, as shown in Figure 2, *Local Vicinity*.

1.2 ENVIRONMENTAL SETTING

1.2.1 Existing Land Use

The existing transportation center includes a one-story building that houses the District's transportation department administration offices and a break room for bus drivers. A separate one-story bus servicing building contains maintenance facilities for District buses and other District vehicles. There is a tire shop, waste oil storage facility, and steam-cleaning area adjacent to the bus servicing building. The site includes a total of 284 parking spaces that accommodate large and small buses, District vehicles, and employees' and visitors' cars. There is a diesel and unleaded fueling dispenser in the middle of the transportation center property—for District buses and vehicles—that includes underground storage tanks. A bus-washing station is adjacent to the fuel dispenser area. The site is relatively flat (see Figure 3, *Site Photographs*).

The District operates 92 buses of its 138-bus fleet from the transportation center. Also, there are typically approximately 7 other District vehicles at the transportation center (passenger vans, trucks, and cars). Of the 92 buses, 20 are CNG fueled; the remaining 72 buses use diesel and are fueled at the transportation center. However, the CNG-fueled buses must travel approximately 12 miles (24 miles round-trip) to refuel at the City of Irvine's Operational Support Facility, at 6427 Oak Canyon, the nearest available CNG facility. Currently, 15 of the 20 CNG buses make this round-trip and refuel each day at the Irvine CNG fueling facility.

1.2.2 Surrounding Land Use

The transportation center is surrounded by Temple Beth El and vacant land to the west; vacant land approximately 10 to 15 feet higher than the transportation center site to the south; Aliso Viejo Parkway to the north; and Aliso Creek Road to the east. The transportation center is at a higher elevation than Aliso Viejo Parkway and Aliso Creek Road, and is separated from those roadways by vegetated slopes; therefore, it is not visible from these roadways. The upper parts of some of the buses parked on the transportation center can be seen from the two roadways. North of Aliso Viejo Parkway and office and warehouse uses. East of Aliso Creek Road are three-story multifamily residential uses, as shown on Figure 4, *Aerial Photograph*.



1. Introduction

1.3 PROJECT DESCRIPTION

1.3.1 Proposed Land Use

The project would consist of the installation and operation of CNG fueling stations for 20 buses along the midline between two rows of parking spaces in the middle of the transportation center property. The fueling stations would consist of nine two-hose fill posts and two single-hose fill posts. K-rail would be installed in the median between the two rows of parking spaces, and the fill posts would be mounted to the K-rail (see Figure 5, *Fueling Station Site Plan*).

Three CNG compressors would be mounted on a concrete equipment pad approximately 78 feet south of the K-rail. The equipment pad would be 6-inch-thick, reinforced concrete enclosed by an 8-foot-tall chain-link fence. The pad would be 41 feet long by 15 feet wide, for a total of 615 square feet. A dryer rack would be installed on the equipment pad in addition to compressors. In cold conditions, residual water vapor in natural gas can freeze and form hydrates, that is, a mixture of frozen water and methane. CNG-containing hydrates can cause reduced power or stalls. The dryer rack would be used to reduce the amount of residual water vapor in the CNG. The drying rack includes filters to remove particulates from the natural gas, and dessicant beds to remove moisture. The drying rack would be approximately 8-feet high by 6-feet wide by 9-feet high. The equipment pad would be installed on the site of six existing parking spaces in the southeastern part of the transportation center.

Fueling a school bus would require approximately four hours. District school buses are typically used twice per day: once in the morning, ending at approximately 9:00 AM, and the second time in the afternoon from approximately 1:00 to 5:00 PM. It is expected that fueling would occur twice per day: between 9:00 AM and 1:00 PM and from 5:00 PM to approximately 1:00 AM. The CNG fueling system would be automated so that once a fuel hose is inserted into a bus's fuel receptacle, fueling could be completed and the fuel hose automatically shut off without drivers or maintenance personnel waiting.

The transportation center operates 204 days per year. It is expected that fueling operations would occur on weekdays and not on weekends or District holidays.

1.3.2 Project Phasing

The project would be built in one phase upon project approval by the City of Aliso Viejo. Construction is expected to last approximately three weeks.

1.4 EXISTING ZONING AND GENERAL PLAN

The General Plan land use designation and zoning district of the site are both Community Facilities (CF) (Aliso Viejo 2004; Aliso Viejo 2010).

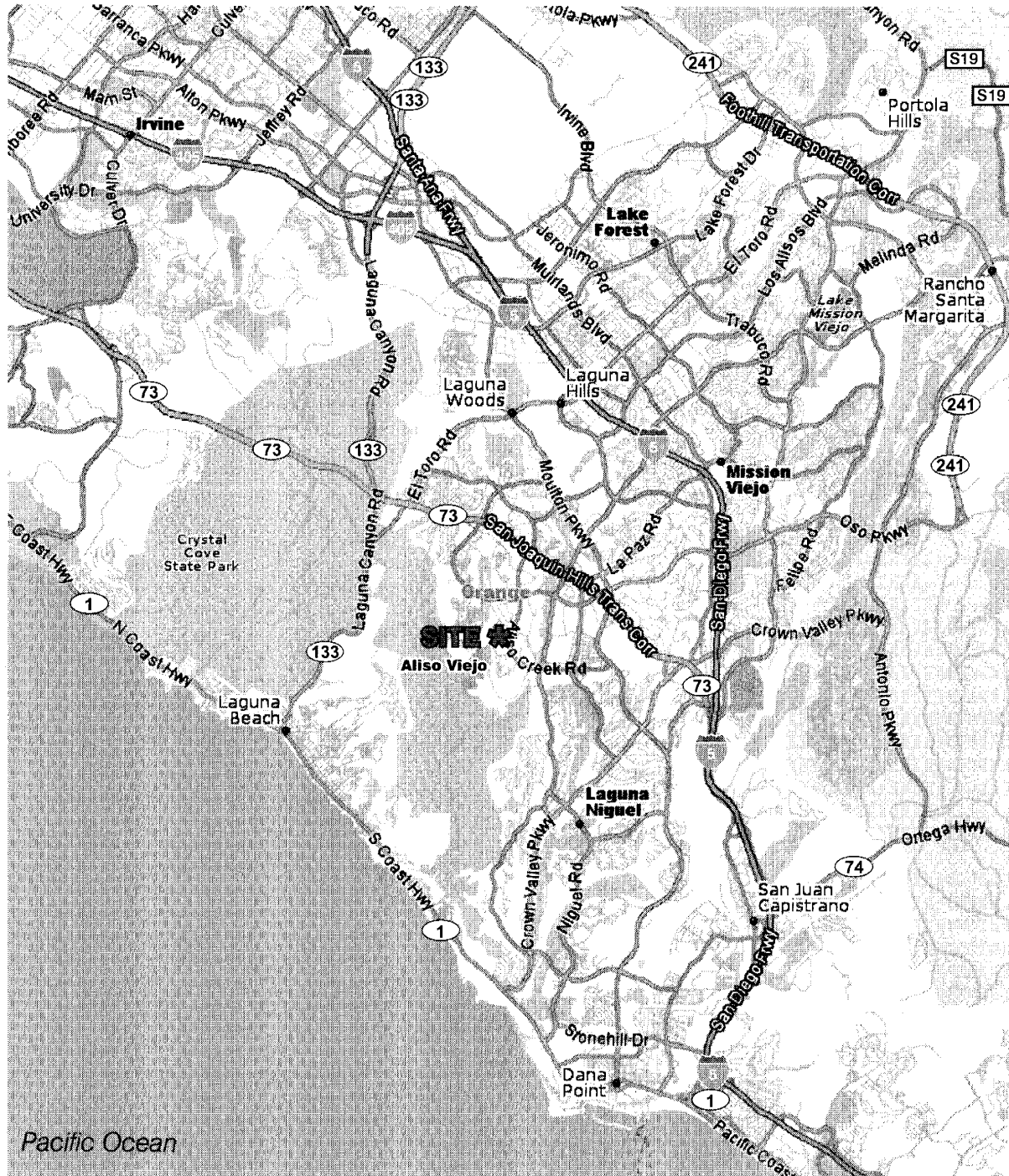
1.5 CITY ACTION REQUESTED

Approval of Conditional Use Permit Amendment by City of Aliso Viejo

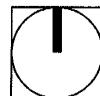
Approval of grading and building permits by City of Aliso Viejo

1. Introduction

Regional Location



0 3
Scale (Miles)

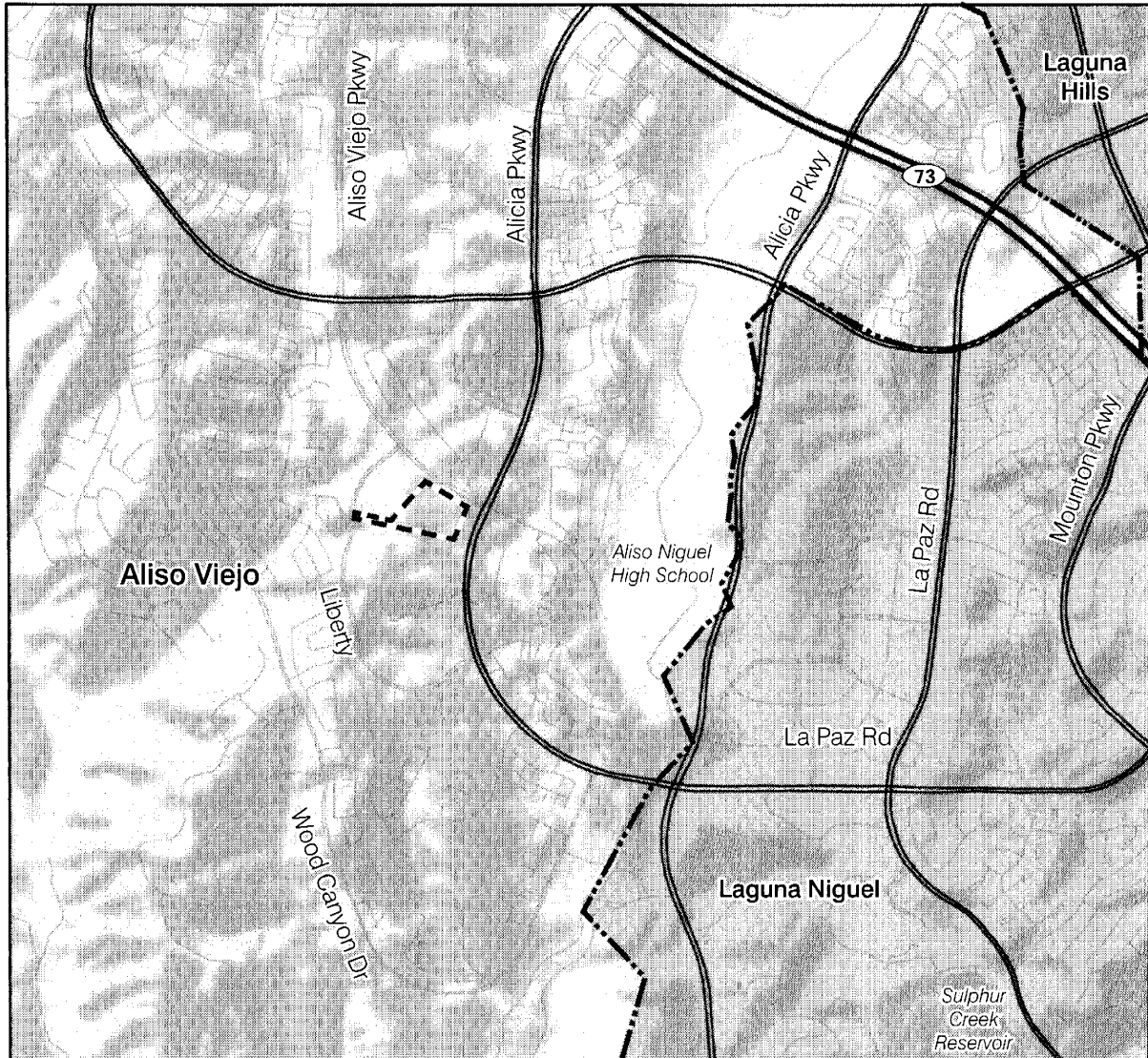


Source: Randmncally.com 2011

CNG Fueling Station Initial Study

The Planning Center | DC&E • **Figure 1**

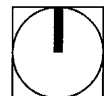
Local Vicinity



----- Transportation Center Boundary

- . - . - . City Boundary

0 2,000
Scale (Feet)



Site Photographs



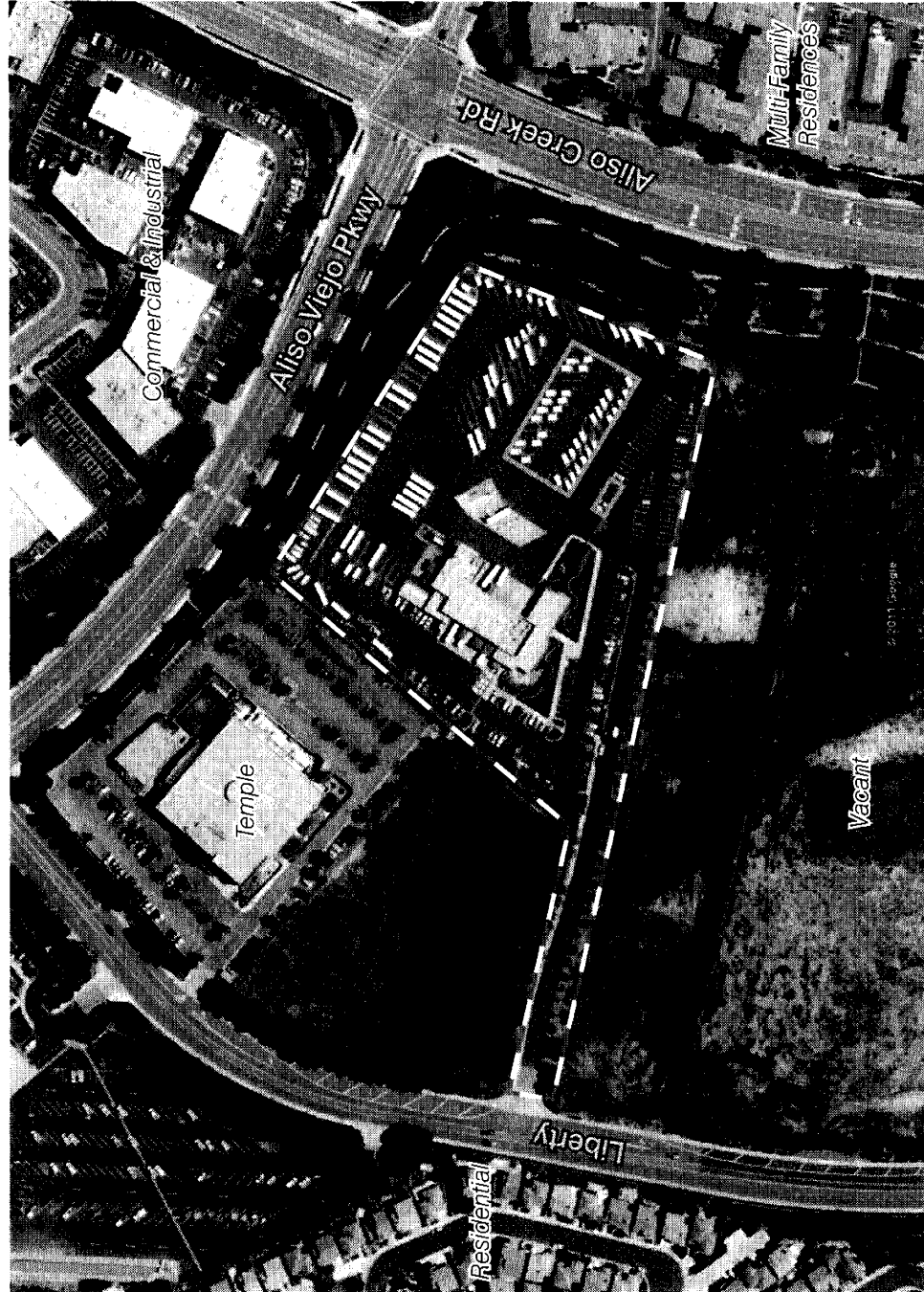
View of part of the transportation center parking lot looking northeast from the south-central part of the facility. The existing fuel dispensers are to the left; the project site is to the right; and the Santa Ana Mountains are in the background.



View of the project site looking east from the south-central part of the transportation center. The fuel dispensers would be installed along the center of the double row of parking spaces to the left; the equipment pad would be installed just behind the chain-link fence on the right.

1. Introduction

Aerial Photograph

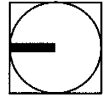


Transporation Center Boundary

Project Site

Source: Google Earth 2011

CNG Fueling Station Initial Study

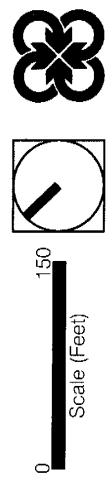
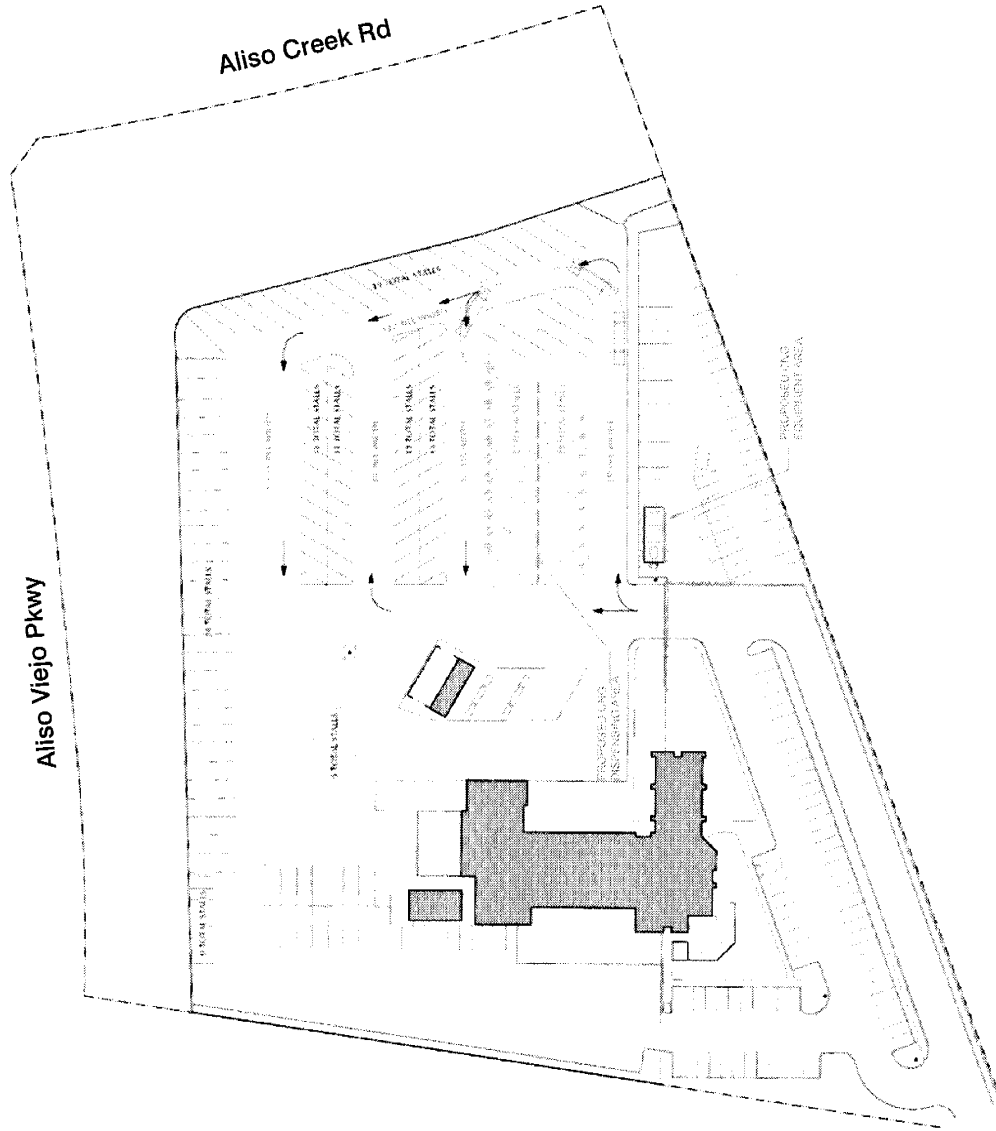


0 250
Scale (Feet)



The Planning Center | DC&E • Figure 4

Fueling Station Site Plan



Source: pihmarchitects

CNG Fueling Station Initial Study

The Planning Center | DC&E • Figure 5

2. *Environmental Checklist*

2.1 **BACKGROUND**

1. **Project Title:** CNG Fueling Station

2. **Lead Agency Name and Address:**

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

3. **Contact Person and Phone Number:**

Cary Brockman, Director, Facilities Planning
949.234.9449

4. **Project Location:**

The project site is in the eastern part of the District's transportation center at 2B Liberty Drive in the City of Aliso Viejo and approximately 1.3 miles south of State Route 73, the San Joaquin Hills Transportation Corridor. The northeast corner of the transportation center is near the intersection of Aliso Creek Road and Aliso Viejo Parkway.



5. **Project Sponsor's Name and Address:**

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

6. **General Plan Designation:** Community Facilities (CF)

7. **Zoning:** Community Facilities (CF)

8. **Description of Project:**

The project would consist of the installation and operation of CNG fueling stations for 20 buses along the midline between two rows of existing parking spaces in the middle of the transportation center property. The fueling stations would consist of 9 two-hose fill posts and 2 single-hose fill posts. K-rail would be installed in the median between the two rows of parking spaces, and the fill posts would be mounted to the K-rail.

Three CNG compressors would be mounted on a concrete equipment pad approximately 78 feet south of the K-rail. The equipment pad would be 6-inch-thick reinforced concrete enclosed in an 8-foot-tall chain-link fence. The pad would be 41 feet long by 15 feet wide. A dryer rack would be installed on the equipment pad in addition to compressors. The equipment pad would be installed on the site of six existing parking spaces in the southeastern part of the transportation center.

2. Environmental Checklist

Fueling a school bus would require approximately four hours. District school buses are typically used twice per day: once in the morning, ending at approximately 9:00 AM, and the second time in the afternoon from approximately 1:00 to 5:00 PM. It is expected that fueling would occur twice per day: between 9:00 AM and 1:00 PM, and from 5:00 PM to approximately 1:00 AM. The CNG fueling system would be automated so that once a fuel hose is inserted into a bus's fuel receptacle, fueling could be completed and the fuel hose automatically shut off without drivers or maintenance personnel waiting.

The transportation center operates 204 days per year; it is expected that fueling operations would occur on weekdays and not on weekends or District holidays.

9. Surrounding Land Uses and Setting:

The project site is two parts of the existing District transportation center, which is developed with two one-story buildings: one used as administrative offices for the District Transportation Department and the other for maintenance of District buses and vehicles. The transportation center contains 284 surface parking spaces and fuel dispensers for diesel and gasoline. The transportation center is surrounded by Temple Beth El vacant land to the west and Aliso Viejo Parkway; to the north, with office and industrial uses across the roadway; Aliso Creek Road to the east, with multifamily uses across the roadway; and vacant land to the south.

10. Other Public Agencies Whose Approval Is Required:

City of Aliso Viejo: Approval of Conditional Use Permit Amendment; issuance of building and grading permits.

2.2

2. Environmental Checklist

2.3 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

- | | | |
|---------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural and Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology / Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

2.4 DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

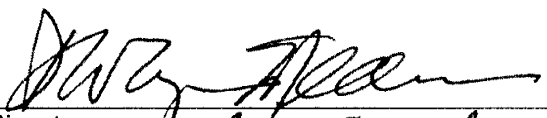
☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature for Cory Brockman
WAYNE MEAPE
Printed Name

10/17/11
Date
CAPISTRANO UNIFIED
For SCHOOL DISTRICT

2. Environmental Checklist

2.5 EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063l(3)(D). In this case, a brief discussion should identify the following:
 - a) **Earlier Analyses Used.** Identify and state where they are available for review.
 - b) **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) **Mitigation Measures.** For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

2. Environmental Checklist

- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.



2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X
II. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	

2. Environmental Checklist

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X
IV. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				



2. Environmental Checklist

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X

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<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X		
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?		X		

IX. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site				X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?				X



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Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

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<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?				X
c) Schools?				X
d) Parks?				X
e) Other public facilities?				X
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?				X
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X



2. Environmental Checklist

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?				X
e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

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Section 2.3 provided a checklist of environmental impacts. This section provides an evaluation of the impact categories and questions contained in the checklist and identifies mitigation measures, if applicable.

3.1 **AESTHETICS**

a) **Have a substantial adverse effect on a scenic vista?**

Less Than Significant Impact. Scenic vistas are views of features such as mountains, forests, the ocean, or urban skylines. There are scenic vistas from the project site of the Santa Ana Mountains to the northeast and east, and of the San Joaquin Hills to the west. The proposed filling posts would rise to approximately nine feet above the parking lot surface; that height includes the height of the K-rail, approximately 32 inches. The proposed filling posts and equipment would be lower than buses parked at the transportation center and lower than the two existing buildings at the transportation center. Therefore, the proposed CNG fueling station would not adversely affect a scenic vista, and impacts would be less than significant.

b) **Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**

No Impact. There are no designated state scenic highways near the project site. The nearest designated highway is State Route 91 (SR-91), approximately 20.5 miles north of the site (Caltrans 2007). The project would have no impact on scenic resources in a state scenic highway.



c) **Substantially degrade the existing visual character or quality of the site and its surroundings?**

Less Than Significant Impact. The transportation center consists of a parking lot with 2 one-story buildings and is surrounded by a religious temple, vacant land, roadways, office and warehouse uses, and multifamily residential uses. The transportation center is elevated above two of the surrounding roadways, so most of the transportation center is not visible from those roadways. The proposed fueling station and equipment would not substantially change the visual character of either the project site or the surroundings. Impacts would be less than significant.

d) **Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?**

No Impact. The proposed fueling station and equipment would not generate substantial glare. The project does not propose installation of new lighting. The transportation center parking lot and buildings are already equipped with lighting for safety and security. No impact would occur.

3.2 **AGRICULTURE AND FORESTRY RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant

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environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No Impact. The project site has not been mapped as Prime Farmland, Unique Farmland, or Farmland of Statewide importance pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency. The site is mapped as Urban and Built-Up Land on the Orange County Important Farmland 2010 map (DLRP 2011). Therefore, no impact to important mapped farmland would occur.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

No Impact. The project site is zoned Community Facilities (CF) and is not zoned for agricultural use. Under Williamson Act contracts, private landowners voluntarily restrict their land to agricultural land and compatible open-space uses; in return, their land is taxed based on actual use rather than potential market value. Williamson Act contracts are only available in agricultural preserves, and the site is not in an agricultural preserve. No impact would occur.

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

No Impact. The project site is zoned Community Facilities (CF) and is not zoned forest land, timberland, or timberland production. No impact would occur.

- d) Result in the loss of forest land or conversion of forest land to non-forest use?**

No Impact. Forest land is defined as "land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits" (California Public Resources Code Section 12220[g]). The project site is developed as part of the District's transportation center; the site is developed and paved and is not capable of supporting 10 percent tree cover. No impact would occur.

- e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?**

No Impact. There are no agricultural uses on or near the project site, and development of the proposed fueling station would not convert farmland, either on- or offsite, to nonagricultural use. No impact would occur.

3.3 AIR QUALITY

Existing Conditions

The project site is located within the South Coast Air Basin (SoCAB), which is bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The SoCAB lies in the semipermanent high-pressure zone of the eastern Pacific. As a result, the climate is mild, tempered by cool sea breezes. The usually mild climatological pattern is interrupted infrequently by periods of extremely hot weather, winter storms, or Santa Ana winds. The extent and severity of the air pollution problem in the Basin is a function of the area's natural physical characteristics (weather and topography), as well as manmade influences (development patterns and lifestyle). The SoCAB has been designated as a nonattainment area, as the area does not meet National Ambient Air Quality Standards (NAAQS) for certain pollutants regulated under the Federal Clean Air Act (CAA). The SoCAB fails to meet national standards for O_3 , PM_{10} , and $PM_{2.5}$, and therefore is considered a federal "nonattainment" area for these pollutants.

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

a) Conflict with or obstruct implementation of the AQMP or Congestion Management Plan?

No Impact. The South Coast Air Quality Management District (SCAQMD) is required, pursuant to the Clean Air Act, to reduce emissions of criteria pollutants for which the SoCAB is in nonattainment (i.e., ozone, PM_{10} , and $PM_{2.5}$). The project would be subject to the SCAQMD's Air Quality Management Plan (AQMP). The AQMP contains a comprehensive list of pollution-control strategies directed at reducing emissions and achieving ambient air quality standards. These strategies are developed, in part, based on regional population, housing, and employment projections prepared by the Southern California Association of Governments (SCAG). SCAG is the regional planning agency for Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial counties and addresses regional issues relating to transportation, the economy, community development and the environment. With regard to air quality planning, SCAG has prepared the Regional Comprehensive Plan (RCP), which includes Growth Management and Regional Mobility chapters that form the basis for the land use and transportation control portions of the AQMP and are utilized in the preparation of the air quality forecasts and consistency analysis included in the AQMP.



A project is consistent with the AQMP if it is consistent with the population, housing, and employment assumptions that were used in the development of the AQMP. The 2007 AQMP, the most recent AQMP adopted by SCAQMD, incorporates SCAG's Regional Transportation Plan (RTP) socioeconomic forecast projections of regional population and employment growth. SCAG locates the project site within the Orange County subregion. Since the project is not adding any new employees or residents to the region, it can be concluded that the proposed project would be consistent with the projections in the AQMP.

The Congestion Management Program (CMP) was enacted by the Orange County Transportation Authority (OCTA) to address traffic congestion issues that could impact quality of life and economic vitality. The intent of the program is to provide an analytical basis for transportation decisions throughout the state. All freeways and tollways in Orange County, as well as selected arterial roadways, are designated parts of the CMP Highway System. Traffic impact analysis for CMP roadways is required for all development projects adjacent to a CMP roadway that would generate 2,400 or more daily trips and for all development projects providing direct access to a CMP roadway that would generate 1,600 or more daily trips (OCTA 2009). The proposed project would decrease vehicle miles traveled by 360 per day by eliminating trips to the City of Irvine for

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refueling; currently 15 buses make the 24-mile round-trip daily. No traffic analysis for CMP roadways is required for the proposed project, and the project would not conflict with implementation of the CMP.

Based on the above discussion of applicable air quality plans, implementation of the proposed project would be beneficial and would support implementation of the AQMP and the CMP. Therefore, no impact associated with obstructing implementation of these plans would occur.

b) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. The proposed project would add a “slow fill” CNG fueling dispenser to the existing transportation center located in the City of Aliso Viejo. The existing operation requires all CNG buses to refuel at an offsite location. Development of onsite CNG refueling dispensers is calculated to save a fleetwide total of 360 daily vehicle miles traveled (VMT), resulting in a net environmental benefit with implementation of the proposed project.

Construction Impacts

Although the construction activities associated with the proposed project are small in scale and would occur within an approximate three-week time frame, construction has the potential to create regional air quality impacts through the use of heavy-duty construction equipment and through vehicle trips generated by construction workers traveling to and from the project site. In addition, fugitive dust emissions would result from excavation and construction activities. Mobile source emissions, primarily particulate matter (PM) and nitrogen oxides (NO_x), would result from the use of construction equipment. The paving operations and application of building materials would release volatile organic compounds (VOCs). Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of operation and, for dust, the prevailing weather conditions.

Regional Impacts

Regional construction-related emissions associated with heavy construction equipment were calculated using the URBEMIS2007 emissions inventory model originally developed by the California Air Resources Board (CARB). The analysis assumed that all construction activities would comply with SCAQMD Rule 403 regarding the control of fugitive dust. A summary of maximum daily regional emissions by construction phase are presented in Table 1, *Proposed Project Estimate of Regional Construction Emissions*, along with the regional significance thresholds for each air pollutant. As shown therein, maximum regional construction emissions would be well under and would not exceed the thresholds for VOC, NO_x, CO, SO_x, PM₁₀, or PM_{2.5}.

Localized Impacts

The potential for localized air quality impacts to offsite sensitive receptors from construction emissions was evaluated according to the SCAQMD’s localized significance threshold (LST) methodology, which utilizes mass emissions rate look-up tables and project-specific modeling, where appropriate. LSTs are only applicable to the following criteria pollutants: NO_x, CO, PM₁₀, and PM_{2.5}. LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard, and are developed based on the ambient concentrations of that pollutant for each source receptor area (SRA) and distance to the nearest sensitive receptor. For PM₁₀ and PM_{2.5}, LSTs were derived based on the requirements of SCAQMD Rule 403, Fugitive Dust. The mass rate look-up tables were developed for each SRA and can be used to determine whether or not a project may generate significant adverse localized air quality impacts. The LST mass rate look-up

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tables only apply to projects that are less than or equal to five acres. A conservative estimate of maximum local (onsite) daily emissions for NO_x, PM₁₀, PM_{2.5}, and CO during construction is presented in Table 1.

Table 1
Proposed Project Estimate of Regional Construction Emissions
(Pounds per Day)

	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Regional Emissions						
Maximum Regional Emissions	1	11	6	0	1	1
Daily Significance Threshold	75	100	550	150	150	55
Over/(Under)	(74)	(89)	(544)	(150)	(149)	(54)
Exceed Threshold?	No	No	No	No	No	No
Localized Emissions						
Maximum Localized Emissions	1	11	5	<1	1	1
Localized Significance Threshold	—	108	1,234	—	24	8
Over/(Under) Threshold	—	(97)	(1,229)	—	(23)	(7)
Exceed Threshold?	—	No	No	—	No	No

The closest sensitive receptors during construction of the project would be the religious center facility approximately 260 feet to the west and the multifamily residential approximately 780 feet east of the project site. Localized construction emissions thresholds, based on the construction site acreage and distance to the closest offsite sensitive receptor, were obtained from the LST lookup tables and are also listed in Table 1.



As presented in Table 1, construction-related daily maximum localized emissions would be well under and would not exceed the SCAQMD daily localized significance thresholds for NO_x, CO, PM₁₀, and PM_{2.5}. Therefore, localized construction emissions resulting from the project would have a less than significant short-term impact.

The greatest potential for Toxic Air Contaminant (TAC) emissions would be related to diesel particulate emissions associated with heavy equipment operations during grading and excavation activities. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of individual cancer risk. "Individual Cancer Risk" is the likelihood that a person exposed to concentrations of TACs over a 70-year lifetime will contract cancer, based on the use of standard risk assessment methodology.

Although a cancer risk factor has been established for diesel particulate matter (DPM), the Office of Environmental Health Hazard Assessment (OEHHA) cancer risk factors assume a continuous exposure over 70 years. Because the construction schedule estimates that the phases that require the most heavy-duty diesel vehicle usage, such as site grading and excavation, would last approximately three weeks, construction of the proposed project would not result in a long-term (i.e., 70 years) substantial source of TAC emissions. Additionally, the SCAQMD CEQA guidance does not require a health risk assessment for short-term construction emissions. It is therefore not meaningful to evaluate long-term cancer impacts from construction activities that occur over such a short duration. In addition, there would be no residual emissions after construction or corresponding individual cancer risk. Therefore, project-related toxic emission impacts during construction would be less than significant.

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As shown, emissions from project construction activities would fall well below both localized and regional SCAQMD significance thresholds. Therefore, project construction would not violate an air quality standard or contribute significantly to an existing or projected air quality violation, and impacts would be less than significant.

Operational Impacts

The SCAQMD has established separate significance thresholds to evaluate potential impacts associated with the incremental increase in criteria air pollutants associated with long-term project operations. However, the proposed CNG fueling dispenser would not add or contribute any additional adverse impacts to air quality because fueling operations would not add any new employees or any new bus trips. Operation and use of CNG buses in lieu of existing diesel buses would directly support regional, state, and federal goals for improved air quality in the SoCAB. Operations of the proposed project, as discussed above, would contribute to a net environmental benefit due to reductions in the bus fleet VMT compared to current operational conditions. As a result, project operations would benefit regional air quality.

Emission savings were calculated based on the Natural Gas Vehicle Technology and Fuel Performance Evaluation Program conducted by CARB. This report followed a testing program that included light and heavy duty mobile source CNG emission profiles. Based on the data contained in this report, the reduction in air pollutant emissions with implementation of the project was quantified. The fueling dispenser would provide reductions in emissions of CO, NO_x, PM₁₀, and PM_{2.5}. The proposed project is predicted to save up to 11 lbs/day CO, 18 lbs/day NO_x, and < 1 lbs/day for both PM₁₀ and PM_{2.5} based on the daily savings of 360 miles from rerouting CNG buses at the existing transportation center. On an annual basis, the proposed project is predicted to save up to 2,183 lbs/year CO, 3,654 lbs/year NO_x, 15 lbs/year PM₁₀, and 3 lbs/year PM_{2.5} compared to existing conditions.

Based on SCAQMD Rule 219, Equipment Not Requiring a Written Permit, equipment used exclusively to compress or hold purchased natural gas are considered exempt. In addition, the project plans would require review and approval from the Orange County Fire Authority (OCFA) to ensure the proposed installation satisfies local and state fire safety requirements. While OCFA does not have specific advisories, guidelines, or circulars relating to CNG fueling installations, in lieu of such standards, OCFA relies on the California Fire Code (CFC), 2010 edition, and applicable sections of the National Fire protection Association (NFPA) document 52, relating to the installation of CNG fueling systems. OCFA does not require a separate permit application for CNG fueling dispensers. The project is anticipated to be in compliance with the above-listed requirements/guidelines utilized by OCFA applicable to CNG fueling dispensers.

As indicated above, the project site is located within the SoCAB, which is characterized by relatively poor air quality. State and federal air quality standards are often exceeded in many parts of the SoCAB, including those monitoring stations nearest to the project location. The proposed project would contribute to local and regional air pollutant emissions during construction over a short term, approximately three weeks. However, based on the above analysis, construction would result in less than significant impacts that would fall well below the daily significance thresholds for criteria air pollutant emissions established by the SCAQMD for construction. Project operation would provide a net environmental benefit to the region by reducing daily VMT and promoting the use of more sustainable fuels. As a result, the proposed project would have no regional or localized operational impacts.

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- c) **Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Less Than Significant Impact. The project as proposed would have a beneficial effect on air quality and would not result in any significant air quality impacts. Therefore, it would not contribute to a cumulatively considerable net increase of critical pollutants.

Cumulatively, the operation of CNG buses and associated reduction in diesel emissions and VMT would reduce the exhaust emissions associated with the school buses, helping to meet the goals of the Clean Air Act as implemented by SCAQMD. The project would obtain and comply with all terms of permits to be issued by SCAQMD.

- d) **Expose sensitive receptors to substantial pollutant concentrations?**

Less Than Significant Impact. During construction, the closest sensitive receptors would be the religious center facility approximately 260 feet west of the project site. Emissions from construction activities would fall well below thresholds of significance for both regional and localized criteria pollutants. As discussed above, the proposed project operations would have no impact and result in a net environmental benefit. Therefore operation of the proposed project would not expose sensitive populations to substantial pollutant concentrations. The project would meet all appropriate emissions standards established by SCAQMD according to the Authority to Construct/Permit to Operate required prior to project implementation. Cumulatively, the relocation of CNG fueling would reduce the exhaust emissions associated with school buses and other vehicles, helping to support attainment of the goals of the Clean Air Act as implemented by SCAQMD.



- e) **Create objectionable odors affecting a substantial number of people?**

No Impact. The proposed project would promote the use of alternatively fueled buses, which do not generate objectionable odors. The natural gas that supplies the CNG operation would be contained in a manner that would prevent any substantial venting into the ambient atmosphere. Therefore, no impact related to odors would occur.

3.4 BIOLOGICAL RESOURCES

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

No Impact. The project site is currently developed as part of CUSD's transportation center and does not support any natural habitat or special status species. Therefore, no impacts to candidate, sensitive, or special status species would result from the proposed project.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

No Impact. Riparian habitats are those along banks of rivers or streams. Sensitive natural communities are natural communities that are considered rare in the region by the US Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG), or local regulatory agencies; that are known to provide

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habitat for sensitive animal or plant species; or are known to be important wildlife corridors. Riparian habitats are those along banks of rivers or streams. The project site is in a highly urbanized area and is developed as part of a transportation center. It does not contain any riparian habitat or sensitive natural communities. No impact would occur.

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. Wetlands are defined under the federal Clean Water Act as land that is flooded or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that normally does support, a prevalence of vegetation adapted to life in saturated soils. Wetlands include areas such as swamps, marshes, and bogs. The project site is paved and does not contain wetlands, and no impact would occur.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

No Impact. The location of the CNG fueling station and equipment are developed as parts of a paved surface parking lot. The land cover onsite is not suitable for wildlife migration or movement. There is a landscaped planter containing two small trees and some small shrubs, approximately four feet north of the proposed equipment pad; installation and operation of the proposed equipment and pad would not disturb these trees or have substantial adverse effects on migratory birds that could use those trees for nesting. No impact would occur.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No Impact. No local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance, are applicable to the project site. Therefore, no impacts would occur.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

No Impact. The project site is not within the plan areas of any natural community conservation plans or habitat conservation plans (CDFG 2006; USFWS 2011). No impact would occur.

3.5 CULTURAL RESOURCES

- a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?**

No Impact. Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally a resource is considered to be "historically significant" if it meets one of the following criteria:

- i) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

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- ii) Is associated with the lives of persons important in our past;
- iii) Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- iv) Has yielded, or may be likely to yield, information important in prehistory or history.

The transportation center was built in the late 1990s. In order to understand the historic importance of a resource, sufficient time must have passed to obtain a scholarly perspective on the events or individuals associated with the resource. A resource less than 50 years old may be considered for listing in the California Register if it can be demonstrated that sufficient time has passed to understand its historical importance. The transportation center is not associated with events or persons important in California history; does not embody the distinctive characteristics of a type, period, region, or method of construction, or possess high artistic values; and is not likely to yield information important in prehistory or history. The transportation center is not eligible for listing on the California Register of Historic Resources. In addition, the proposed filling posts and equipment would be installed on part of the transportation center parking lot. Development of the fueling station would have no impact on historic resources.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

No Impact. Ground disturbance onsite for development of the transportation center in the late 1990s was deeper than ground disturbance for installation of the proposed fueling station would be. Therefore, the project is not expected to impact or damage archaeological resources.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. The project site is developed as part of the transportation center, and there are no unique geological features onsite. Ground disturbance for construction of the transportation center was to greater depths than disturbance for construction of the proposed fueling station would be. Therefore, project development would not damage paleontological resources, that is, fossils. No impact would occur.

d) Disturb any human remains, including those interred outside of formal cemeteries?

No Impact. Ground on the project site was previously disturbed to greater depths than would occur for development of the proposed fueling station. Therefore, no impact to human remains would occur.

3.6 GEOLOGY AND SOILS

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. The Alquist-Priolo Earthquake Fault Zoning Act was passed to prevent construction of buildings used for human occupancy on the surface of active faults, in order to minimize the hazard of surface rupture of a fault to people and buildings. Before cities and counties can permit development



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within Alquist-Priolo Earthquake Fault Zones, geologic investigations are required to show that the sites are not threatened by surface rupture from future earthquakes. There are no Alquist-Priolo Earthquake Fault Zones on or near the project site, and the nearest such zone is along a branch of the Newport-Inglewood Fault approximately seven miles northwest of the City of Aliso Viejo. Project development would not cause any hazards arising from surface rupture of a known fault, and no impact would occur.

ii) Strong seismic ground shaking?

Less Than Significant Impact. Although no known active fault exists within Aliso Viejo, due to the City's proximity to active regional faults there is the potential for strong seismic ground shaking. The closest active major fault is the Newport-Inglewood Fault, approximately seven miles northwest of the City. In 1933, the Newport-Inglewood Fault produced a 6.3 magnitude earthquake, devastating portions of Long Beach. Because there are no known fault zones at the project site, groundshaking potential at the site is not any greater than for other properties in the southern California area.

CNG has a narrow flammability range and only presents a risk of explosion at specific concentrations that are difficult to achieve. While the risk of upset associated with CNG is considered minimal, the design of the proposed CNG fueling dispenser would include various features to further ensure the safety of the system should an earthquake occur. These features may include but are not limited to the following: a gas (methane) detection system; explosion-proof motors and breaker box; automatic discharge pressure regulation (or regulator); oil level shut-down switch; and gas inlet pressure valves. The above-listed safety measures in addition to the low-risk nature of CNG would minimize any risk of accident associated with the proposed CNG refueling system. Further, it is acknowledged that no earthquake-related accidents have been reported by the contractor installing the system in any of the 10 similar CNG fueling dispensers located throughout the greater southern California area since their inception in the late 1990s, including dispensers operated by Colton Unified School District (USD), Torrance USD, Chino Valley USD, Rialto USD, Huntington Beach High School District, Menifee USD, and Moreno Valley USD.

Based on the above, earthquake-related risks associated with proposed CNG fueling dispenser would be minimal. Compliance with the established standards and design safety features identified above would ensure that impacts associated with seismic ground shaking are reduced to a less than significant level.

iii) Seismic-related ground failure, including liquefaction?

No Impact. Liquefaction refers to loose, saturated sand or silt deposits that behave as a liquid and lose their load-supporting capability when strongly shaken. Loose granular soils and silts that are saturated by relatively shallow groundwater are susceptible to liquefaction. The project site is developed and paved. The project site is not in a zone of required investigation for liquefaction hazard mapped by the California Geological Survey (CDMG 2001). Project development would not result in substantial liquefaction-related hazards, and no impact would occur.

iv) Landslides?

No Impact. The project site is developed, paved and elevated, so that there are no substantial slopes rising from the transportation center. There are slopes downward away from the transportation center toward Aliso Viejo Parkway to the north and Aliso Creek Road to the east. The nearest extent of the project site to the edge of the transportation center is 80 feet from the edge of the equipment pad to the

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south boundary of the center. Therefore, project development would not pose a risk of landslides along slopes extending north and east of the transportation center. No impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Erosion is the movement of rock and soil from place to place and is a natural process. Erosion can be increased greatly by ground-disturbing activities if erosion-control measures are not used. The proposed equipment pad would be approximately 615 square feet in area. Installation of the K-rail and filling posts at the fueling station would not involve substantial amounts of ground disturbance. The City of Aliso Viejo Environmental Services Division requires implementation of best management practices (BMPs) for construction sites within the city of less than one acre in area. The District would implement BMPs as required by the City. Categories of BMPs used in construction operations include erosion control BMPs that cover and/or bind soil surface to prevent soil particles from being detached and transported by water or wind; and sediment control BMPs that filter out soil particles that have been detached and transported in water. Project development would not result in substantial soil erosion, and impacts would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less Than Significant Impact. Grading for construction of the transportation center in the late 1990s included site preparation to minimize hazards from unstable soils and placement of engineered fill soils onsite. Hazards related to liquefaction are discussed above in Section 3.6.a.iii and landslide hazards are discussed in Section 3.6.a.iv. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. Hazards from lateral spreading onsite are negligible due to the low risk of liquefaction onsite. Previous site grading and preparation would have reduced hazards related to soil subsidence and collapsible soils. Impacts would be less than significant.



d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less Than Significant Impact. Expansive soils shrink or swell as the moisture content decreases or increases; the shrinking or swelling can shift, crack, or break structures built on such soils. The project site is underlain by fill soils engineered to minimize hazards such as soil expansion. Impacts would be less than significant.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal

No Impact. The project would not generate wastewater and would not involve use of alternative wastewater disposal systems. Restrooms are available in the transportation department administration building in the transportation center for use of maintenance personnel and bus drivers who would operate the fueling station. No impact would occur.

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3.7 GREENHOUSE GAS EMISSIONS

- a) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

Less Than Significant Impact. Greenhouse gases (GHGs) are those compounds in the Earth's atmosphere that play a critical role in determining temperature near the Earth's surface. Specifically, these gases allow high-frequency shortwave solar radiation to enter the Earth's atmosphere, but retain some of the low frequency infrared energy which is radiated back from the Earth towards space, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Increased concentrations of GHGs in the Earth's atmosphere have been linked to global climate change and such conditions as rising surface temperatures, melting icebergs and snowpack, rising sea levels, and the increased frequency and magnitude of severe weather conditions. Existing climate change models also show that climate warming portends a variety of impacts on agriculture, including loss of microclimates that support specific crops, increased pressure from invasive weeds and diseases, and loss of productivity due to changes in water reliability and availability. In addition, rising temperatures and shifts in microclimates associated with global climate change are expected to increase the frequency and intensity of wildfires.

GHGs include carbon dioxide (CO₂), methane (CH₄), ozone (O₃), water vapor (H₂O), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Carbon dioxide is the most abundant GHG in the atmosphere and represents 77 percent of total GHG emissions (IPCC 2007). GHGs are the result of both natural and anthropogenic activities. Forest fires, decomposition, industrial processes, landfills, and consumption of fossil fuels for power generation, transportation, heating, and cooking are the primary sources of GHG emissions. In the state of California, the transportation sector is the greatest source of GHG emissions, accounting for 38 percent of total GHG emissions in 2004, the latest year for which data are available (CARB 2008).

Not all GHGs exhibit the same ability to induce climate change. As a result, GHG contributions are commonly quantified in the equivalent mass of CO₂, denoted as CO₂e. CO₂e allows for comparability among GHGs with regard to the global warming potential (GWP). Mass emissions are calculated by converting pollutant specific emissions to CO₂e emissions by applying the proper global warming potential (GWP) value (IPCC 1996). These GWP ratios are available from the United States Environmental Protection Agency (USEPA) and published in the California Climate Action Registry (CCAR) Protocol. By applying the GWP ratios, project related CO₂e emissions can be tabulated in metric tons per year. The CO₂e values are calculated for the entire construction period. Construction output values used in this analysis are adjusted to represent a CO₂e value representative of CO₂, CH₄, and N₂O emissions from project construction activities. HFCs, PFCs, and SF₆ are not byproducts of combustion, the primary source of construction-related GHG emissions, and therefore are not included in the analysis. Construction CH₄ and N₂O values are derived from factors published in the 2006 Intergovernmental Panel on Climate Change (IPCC) Guidelines for National Greenhouse Gas Inventories.

These values are then converted to metric tons of CO₂e for consistency. In response to growing scientific and political concern regarding global climate change, California has recently adopted a series of laws to reduce both the level of GHGs in the atmosphere and to reduce emissions of GHGs from commercial and private activities within the State. In September 2002, Governor Gray Davis signed Assembly Bill (AB) 1493, requiring the development and adoption of regulations to achieve "the maximum feasible reduction of greenhouse gases" emitted by noncommercial passenger vehicles, light-duty trucks, and other vehicles used primarily for personal transportation in the state.

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In September 2006, Governor Arnold Schwarzenegger signed the California Global Warming Solutions Act of 2006, also known as AB 32, into law. AB 32 commits the state to achieving the following:

- A reduction of GHG emissions to 2000 levels by 2010 (which represents an approximately 11 percent reduction from business as usual).
- A reduction of GHG emissions to 1990 levels by 2020 (approximately 30 percent below business as usual).

To achieve these goals, AB 32 mandates that CARB establish a quantified emissions cap, institute a schedule to meet the cap, implement regulations to reduce statewide GHG emissions from stationary sources, and develop tracking, reporting, and enforcement mechanisms to ensure that reductions are achieved.

The Governor's Office of Planning and Research (OPR) has not yet adopted formal significance thresholds; however, it issued a guidance document on June 19, 2008, to provide interim advice to lead agencies regarding the analysis of GHG emissions in environmental documents. The technical advisory suggests three components for CEQA disclosure: quantification of GHG emissions from a project's construction and operation, determination of significance of the project's impact to climate change, and if the project is found to be significant, the identification of suitable alternatives and mitigation measures. The analysis contained herein follows this guidance. CAPCOA released a white paper, "CEQA and Climate Change," in January, 2008. The white paper examines various threshold approaches available to air districts and lead agencies for determining whether GHG emissions are significant. One of CAPCOA's proposed approaches in the white paper is a "non - zero" threshold of 900 annual metric tons for residential and office projects. This threshold is considered appropriate for this project and would be utilized for determining significance on a project level.



Construction emissions are calculated using the URBEMIS2007 model, which is based on OFFROAD2007 model outputs. OFFROAD2007 is an emissions estimation model developed by CARB to calculate emissions from construction activities. The output values used in this analysis were adjusted to be project specific, based on usage rates of construction equipment, type of fuel, and construction schedule. These values were then applied to the construction phasing assumptions used in the criteria pollutant analysis to generate GHG emissions values for each construction year. The URBEMIS2007 model outputs CO₂ emissions only. Therefore, CH₄ and N₂O emissions were estimated based on the emissions ratios for construction and industrial equipment from the 2006 IPCC Guidelines for National Greenhouse Gas Inventories.

Construction of the project is projected to emit a total of approximately 11 metric tons CO₂e. Results of this analysis are presented in Table 2. These emissions are far less than the 900 annual metric ton threshold proposed by CAPCOA.

Table 2	
Construction GHG Emissions (Metric Tons)	
Emissions Source	Emissions
CO ₂	11.32
CH ₄	0.03
N ₂ O	0.03
Total CO₂e emissions	11.39
2004 Statewide total	479,740,000
Net Increase as Percentage of 2004 Statewide Inventory	0.0000024%
Source: PCR 2010.	

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As discussed above, proposed project operations would result in a net environmental benefit resulting from the reduction of school bus VMT. Emission savings were calculated similar to criteria pollutant emissions, and based on the CARB Natural Gas Vehicle Technology and Fuel Performance Evaluation Program. The proposed project is predicted to provide emissions savings of up to 122 metric tons/year of CO₂e. The reductions resulting from operation of the proposed project would help achieve the goals set out in AB32, effectively reducing human influence on global climate change. The proposed project would not result in new long-term stationary sources or additional vehicular trips and therefore would not generate new or additional GHG emissions. Total net GHG emissions from construction and operations would fall well below the most stringent threshold proposed by CAPCOA, 900 metric tons. Overall, the proposed project would result in a less than significant impact during construction and a beneficial impact during operation with regard to GHGs.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. The proposed project results in minimal GHG emissions during construction, only 0.0000024 percent of the state's 2004 inventory. Additionally, the proposed project would provide emissions savings up to 122 metric tons/year of CO₂e during project operations. The project is therefore supportive of the state's goals regarding global climate change and does not conflict with any applicable plan, policy, or regulation for reducing GHG emissions. As discussed in Section 3.7(a), the project would result in a beneficial impact during project operation.

3.8 HAZARDS AND HAZARDOUS MATERIALS

Information in this section on hazards related to use and transport of CNG are based on the CNG Risk Assessment for Aliso Viejo transportation center prepared by The Planning Center|DC&E, August 2011, and included as Appendix A of this Initial Study.

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

Less Than Significant Impact With Mitigation Incorporated. The proposed CNG facility would use a "slow-fill" system with the capability to fuel 20 CNG buses overnight. A CNG risk assessment was conducted for the proposed CNG fueling facility to identify all equipment and piping at the CNG fueling facility that could pose a hazard to the surrounding community, evaluate potential accident scenarios, and determine whether hazard footprints would extend beyond the District's property boundaries. The distance from the proposed CNG fueling facility to the nearest property boundary is 100 feet to the south, and the distance to the nearest potential receptor (parcel to the south of the transportation center, currently vacant land) is 280 feet.

The two main hazards associated with the use of CNG are its flammability and storage at high pressure in CNG bus cylinders. No other onsite CNG storage is planned for the proposed facility. Potential accident scenarios that were assessed include:

- Rupture of the 2-inch Southern California Gas low-pressure (50 psi) natural gas distribution pipeline that would convey natural gas to the CNG compressor, resulting in a flash fire or jet flame.
- Physical rupture of the CNG compressor and subsequent explosion with blast overpressure.

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- Rupture of the 3/8-inch natural gas high pressure (3,600 psi) stainless steel line between the CNG compressor and the fueling station, resulting in a flash fire or jet flame.
- Rupture of a CNG school bus cylinder, resulting in either a blast overpressure and fragmentation, fireball, flash fire, or jet flame.

Various computer models and spreadsheets, including ALOHA,¹ SLAB,² and the American Institute of Chemical Engineers (AIChE) equations, were used to estimate the consequences and hazard footprints of the accident scenarios. The hazard footprints for the various accident scenarios that involved ignition and exposure to thermal radiation range from 25 to 45 feet. Therefore, these impacts are anticipated to be contained within the boundaries of the transportation center.

The longest hazard footprint results from a postulated explosion of a CNG compressor with a blast overpressure of 1.45 pounds per square inch (psi) at the site's property boundary. However, the blast overpressure at the nearest potential receptor (currently vacant land to the south) is estimated to be 0.94 psi, which is just below the significance criterion of 1.0 psi at which minor damage to buildings may occur.

Based on the results of the CNG risk assessment and with implementation of the safety design features of the CNG facility that are mandated by the National Fire Protection Association (NFPA) in NFPA 52: Vehicular Gaseous Fuel Systems Code. (2010), with the development and implementation of training programs for all personnel who will be involved in the operations and the preparation of an emergency response action plan, the operation of the proposed CNG facility should not pose an adverse risk to the community surrounding the transportation center.

Mitigation Measures

Safety devices required by NFPA 52, as well as recommendations in the project CNG Risk Assessment, are included here as mitigation measures to indicate mandatory compliance. Implementation of Mitigation Measures 1 through 8 would reduce hazards related to routine transport and use of CNG to less than significant.

1. The District shall submit building plans for City approval that incorporate the following safety devices as required by NFPA 52. The City shall confirm the proper installation of these devices prior to final approval.
 - An emergency manual shutdown device will be provided at the dispensing area and also at a location remote from the dispensing area that, when activated, will shut off the power supply and gas supply to the compressor and dispensers
 - An automatic shutdown device will be provided that stops the compressor if either of the following conditions occurs: a) the fuel tank of every vehicle connected to the refueling hose is full; b) there is a malfunction detected by the compressor controller.

¹ Areal Location Hazardous Atmospheres (ALOHA, 2007), is a computer modeling program developed by the National Oceanographic and Atmospheric Administration (NOAA) and the US Environmental Protection Agency that estimates threat zones associated with hazardous chemical releases, including toxic gas clouds, fires, and explosions.

² SLAB (1990) is an atmospheric dispersion model for denser-than-air release developed by Lawrence-Livermore National Laboratory.



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- Breakaway devices shall be provided at every dispensing point so that in the event of a pullaway, natural gas ceases to flow at the separation.
 - The piping from the compressor to the dispensing area shall be stainless steel, 3/8-inch in diameter, and rated for a pressure of 4,500 psi (which is 1.25 times the actual operating pressure of 3,600 psi)
 - The dispensers shall have a temperature compensation system that is electronically controlled to adjust the fill pressure to account for variations in ambient temperature as well as the heating effect in vehicle cylinders during the fueling process
 - Clearly visible signs including “No Smoking”, “Engine Off”, and “Flammable Gas” as well as the location of all emergency shutdown (ESD) buttons shall be provided at the fueling area
 - A portable fire extinguisher having a rating of not less than 20-B:C shall be provided in the dispensing area
 - The CNG buses shall have an interlock system on the ignition so that the bus cannot be started when the vehicle fill cap is open, therefore eliminating the potential for a breakaway accident to occur
 - Signs shall be erected along a designated route to the CNG fueling island that maximizes the distance between the CNG buses and the Temple property.
2. There shall be no servicing or maintenance activities conducted onsite for the CNG systems of the school buses. All CNG servicing and maintenance activities will be conducted at an offsite location. Minor repairs for the buses that do not involve CNG equipment or systems may be periodically conducted at the maintenance facility, but the following precautions and safety procedures will be employed. The first two procedures are conducted outside of the maintenance building in the open parking area:
- The CNG fuel shut-off valve on the bus is closed to prevent fuel from reaching the engine.
 - The bus engine is started and allowed to run until the engine shuts off to purge all fuel between the CNG cylinders and the engine.
 - All of the shop entrance doors are opened for complete ventilation.
 - All heaters are shut down.
 - The CNG bus is pushed into the shop for minor repairs.
 - After repairs have been completed, the bus is pushed out of the shop, the fuel shut-off valve turned back on, and the bus is started.
3. Training programs shall be developed and implemented for all personnel who will be directly or indirectly involved in the operation, fueling, or storage of CNG buses, including fuelers, bus operators, mechanics, supervisors, management, and other building occupants. Only persons who have completed the training program may operate or otherwise work on the CNG fueling system.

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Before the start of regular operation of the fueling facility, training shall be completed for sufficient numbers of each category of personnel to assure safe operation of the facility. Training will be repeated when necessary for new personnel and for periodic refresher courses.

4. Prior to initiation of operations, local fire department, police, and emergency medical service personnel shall be requested to attend training onsite to learn the location of all safety controls and operation of the installed systems, as well as the hazards associated with CNG.
5. During project operations regular inspections and periodic testing of the equipment shall be conducted in accordance with NFPA standards.
6. The District shall prepare an emergency response action plan and provide a copy of such plan to the City Planning Director. The emergency response action shall include the following elements:
 - Identification of emergencies (detection and implementation actions)
 - The employees will be trained to activate ESD as the first line of action
 - In the event of a CNG leak, upset from normal conditions, or other incident, the District shall report the incident to the City and adjacent properties, including the Temple.
 - Notification procedures and a notification list that includes both internal (District) and external (fire service, ambulance, police, Southern California Gas Company, Temple, etc.) contacts
 - Evacuation procedures and required training to implement procedures related to CNG hazards
 - Location and type of safety systems (both at the CNG facility and on the buses)
7. On the anniversary date of the issuance of the CUP, the District shall provide an annual report to the City verifying that all safety equipment is in proper working order, and that staff training is current.
8. The CNG fueling station shall fuel only District vehicles, not to exceed 20 CNG buses.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact. Hazards that could arise from accidental release of CNG into the environment were evaluated in the CNG Risk Assessment included as Appendix A and summarized above in Section 3.8(a). Implementation of Mitigation Measures 1 through 8 would reduce such hazards to less than significant.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact. There is one school within 0.25 mile of the project site. Van Damme Academy, a private school, is housed in Temple Beth El next to the west boundary of the transportation center. The southeast corner of the Temple Beth El property is approximately 360 feet west of the project site, and the nearest building on the Temple Beth El property is approximately 540 feet northwest of the



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project site. Hazard footprints of several accident scenarios that could arise from operation of the fueling station were evaluated in the risk assessment for the proposed project; none of the hazard footprints reached the Temple Beth El facility. Impacts would be less than significant.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

Less Than Significant Impact. California Government Code Section 65962.5 requires the compiling of lists of the following types of hazardous materials sites: hazardous waste facilities; hazardous waste discharges for which the State Water Quality Control Board has issued certain types of orders; public drinking water wells containing detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated. Two databases were searched on August 19, 2011, for listings of hazardous materials sites on or within one-eighth mile of the transportation center: GeoTracker, maintained by the State Water Resources Control Board, and EnviroStor, maintained by the Department of Toxic Substances Control.

No hazardous materials sites of any of the types specified in California Government Code Section 65962.5 were listed on the transportation center.

One past leak of diesel fuel affecting soil only was listed at the PepsiCo Bottling Group facility approximately 650 feet south of the transportation center. The leak was discovered in 1998, and the case was closed in 1999. That leak is not considered an environmental concern for the project site because of media affected (soil only), the distance from the project site, and because the case has been closed.

Three permitted underground fuel tank (UST) locations were listed (permitted USTs are not among the types of hazardous materials sites specified in California Government Code Section 65962.5):

- Capistrano USD transportation center
- Southern California Gas Company, 1 Liberty Drive: approximately 700 feet northwest of transportation center.
- PepsiCo Bottling Group, 27717 Aliso Creek Road: property line approximately 650 feet south of transportation center (SWRCB 2011).

Development of the proposed fueling station would not cause substantial hazards related to any listed hazardous material site. Impacts would be less than significant.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles or a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The project site is not in an airport land use plan, and there are no public-use airports within two miles of the site. The nearest public-use airport to the site is John Wayne Airport, approximately 11 miles northwest of the site. Project development would not cause any airport-related safety hazard for people at the site.

- f) **For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. There are no private airstrips or heliports near the project site, and the project would not cause any hazards related to an airstrip or heliport.

- g) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

Less Than Significant Impact With Mitigation Incorporated.

Existing Adopted Emergency Response Plans

The applicable emergency response plan is the Emergency Operations Plan issued by the City of Aliso Viejo Public Safety Department. The project would not block emergency access to or evacuation routes from surrounding properties via public roadways. The project would not block emergency access to the transportation center via the center's driveway from Liberty Lane. No impact would occur.

Project-Specific Emergency Response Plans

Mitigation Measure 7 in Section 3.8(a), above requires preparation and implementation of an emergency response action plan for the proposed project. Mitigation Measures 4 and 5, also in Section 3.8(a), provide additional requirements relating to emergency response. The proposed project includes requirements for emergency response planning and would not interfere with any adopted emergency response plans.

- h) **Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

Less Than Significant Impact With Mitigation Incorporated. The transportation center is mapped in a High Fire Hazard Severity Zone by the California Department of Forestry and Fire Prevention (CAL FIRE 2010). There is vacant vegetated land next to the west and south boundaries of the transportation center where brush fires could occur. Operational plans for the project are for fueling of buses to proceed automatically once fueling has been started by District staff. In the event of fire on vacant land south and/or west of the project site, automatic continuation of fueling could pose some hazard. Mitigation measures for the proposed project would include the following requirements applicable to wildland fire hazards:

- Emergency shutoff devices, both at the fueling facility and at a remote location (Mitigation Measure 1)
- Training in emergency procedures for all District personnel involved in operation and management of the fueling facility, as well as for local fire department, police, and emergency medical service personnel (Mitigation Measures 4 and 5)
- Preparation and implementation of an emergency response action plan to include evacuation procedures and location and type of safety systems (Mitigation Measure 7).

Implementation of Mitigation Measures 1, 4, 5, and 7 would reduce hazards related to wildland fires to less than significant.



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3.9 HYDROLOGY AND WATER QUALITY

a) Violate any water quality standards or waste discharge requirements?

Less Than Significant. Project construction would implement BMPs required by the City of Aliso Viejo Environmental Services Division for minimizing pollution of stormwater by construction activities, including pollution with sediment. Project operation would not generate water pollutants. Safety devices that would be installed in the fueling station as well as the emergency response action plan would minimize the potential for releases of substantial amounts of CNG from the fueling station. Natural gas is volatile and lighter than air; therefore, in the event small amounts of CNG were released, the natural gas would disperse into the air rather than pollute stormwater. Impacts would be less than significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

No Impact. The project would not use water and would not deplete groundwater supplies. The project site is already paved as part of a parking lot; therefore, project development would not increase the amount of impermeable surfaces onsite and would not interfere with groundwater recharge. No impact would occur.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site.

No Impact. The transportation center is equipped with a system of storm drains. There are City storm drains in Aliso Creek Road east of the site and Aliso Viejo Parkway north of the site (OCFCD 2007). The project would not change the drainage pattern onsite. Drainage would still enter storm drains in the transportation center. As drainage from the project site would be contained in engineered storm drains, the project would not cause substantial erosion or siltation. No impact would occur.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

No Impact. The project would not change the drainage pattern onsite. The transportation center is entirely developed, and the project would not change the course of any stream or river. The project would not change the amount of impervious area onsite and would therefore not change the rate or volume of runoff from the site. Therefore, the project would not cause flooding on- or offsite and no impact would occur.

e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

No Impact. The project would not change the rate or volume of runoff from the site and would have no impact on storm drain capacity. Stormwater pollution impacts are discussed above in Sections 3.6(b) and 3.9(a).

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f) Otherwise substantially degrade water quality?

Less Than Significant Impact. Project water quality impacts are addressed above in Section 3.9(a). Impacts would be less than significant.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. The project site is in Flood Zone X, which is above both 100-year and 500-year flood zones (FEMA 2009). The project would not develop housing. No impact would occur.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact. The project is above 100-year flood zones. The project would not develop structures that would change flood flows in such zones, and no impact would occur.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. The project site is in the Aliso Watershed. There are no dams upstream from the project site that could pose a flood hazard to the project site through dam inundation. The project site is not in an area designated on flood insurance rate maps as protected by levees from 100-year floods. No impact would occur.

j) Inundation by seiche, tsunami, or mudflow?

No Impact.

Seiche

A seiche is a surface wave created when an inland water body is shaken, usually by an earthquake. There are no surface water bodies close enough to the project site to pose a flood hazard to the site due to a seiche.

Tsunami

A tsunami is a series of ocean waves caused by a sudden displacement of the ocean floor, most often due to earthquakes. The project site is at an elevation of approximately 475 feet above mean sea level and is approximately 3.5 miles inland from the Pacific Ocean. Project development would not pose flood hazards arising from tsunamis, and no impact would occur.

Mudflow

A mudflow is a landslide composed of saturated rock debris and soil with a consistency of wet cement. The transportation center is built on an elevated building pad, and there are no slopes adjacent to and up-gradient from the site that could pose a mudflow hazard to the site. No flood hazard would occur.



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3.10 LAND USE AND PLANNING

a) Physically divide an established community?

No Impact. The transportation center is surrounded by residential uses in one direction: multifamily residential uses to the east opposite Aliso Creek Road. The proposed fueling station would be entirely within the existing transportation center. Development of the fueling station would not divide an established community, and no impact would occur.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The existing zoning district and General Plan land use designation for the transportation center are both Community Facilities (CF). The purpose of the CF District is to provide for public, quasi-public, and private community uses to serve the needs of residents, visitors, property owners, and workers in the City. Examples of permitted land uses include civic buildings, schools, hospitals, cultural venues, and similar uses.

Permitting the proposed fueling station would require approval of a Conditional Use Permit (CUP) Amendment by the City of Aliso Viejo. The project includes an application for a CUP Amendment. Upon approval of the CUP Amendment, the proposed fueling station would conform to land use regulations for the project site. No impact would occur.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. The project site is not within the plan areas of any natural community conservation plans or habitat conservation plans. No impact would occur.

3.11 MINERAL RESOURCES

a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?

No Impact. The project site is paved, is used as part of the District transportation center, and is not available for mining. Therefore, project development would not cause the loss of availability of mineral resources valuable to the region and the state, and no impact would occur.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. No mining sites are designated in the City of Aliso Viejo General Plan and project development would have no impact on availability of any mining sites.

3.12 NOISE

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact.

Construction Noise

The CNG fueling facility was previously proposed at the northwest corner of the District's property. Construction noise levels estimated by PCR Services Corp. using the Federal Highway Administration's Roadway Construction Noise Model were projected to be 59 dBA to 62 dBA L_{eq} at the temple. The revised project would place the CNG facility approximately 300 feet farther from the Temple property line, resulting in lower construction noise levels at the noise-sensitive outdoor and indoor uses. In addition, the new location for the proposed CNG equipment and bus charging stations would be behind the District's buildings. Given the increased distance between the proposed construction area and the temple and the presence of a building, noise levels at the northwestern property line during construction would range from 48 dBA to 50 dBA L_{eq} .³

Construction noise, while audible, would not constitute a substantial impact to the daytime noise environment based on the magnitude of noise anticipated, short duration of construction activities (approximately three weeks), and limitation to the daytime hours when people are generally less sensitive to noise. Construction noise fluctuates throughout the workday. Construction noise is evaluated in terms of its magnitude and duration at the sensitive receptor, not the property line. The magnitude of construction noise is not regulated by the City's Municipal Code. Instead, the City limits construction activities to the daytime hours to minimize the potential for construction noise to adversely affect adjacent land uses. Only stationary sources of noise are restricted to the Municipal Code's maximum permissible noise standards as measured at the receiving property line.⁴

It is acknowledged that certain institutions are more sensitive to noise during the daytime hours, such as the educational and religious activities at the adjacent temple. However, exterior-interior transmission loss from the temple building structure results in a minimum 20-25 dBA of attenuation when windows are closed (Caltrans 2009). Based on the state's interior noise standard for classrooms of 45 dBA $L_{eq}/CNEL$, construction noise levels would have to exceed 65 dBA L_{eq} to affect the classroom environment. In addition, the state's noise compatibility criteria for schools shows that noise-sensitive outdoor areas are compatible in a noise environment of up to 70 dBA CNEL (OPR 2003). Therefore, construction noise from the project occurring for a very short duration (three weeks) would not adversely affect religious or educational activities that occur during the daytime at the temple.

Operational Noise

The City of Aliso Viejo prohibits causing the exterior noise level on any residential property to exceed 55 dBA between 7:00 AM and 10:00 PM, or 50 dBA between 10:00 PM and 7:00 AM: 1) for a cumulative period of more than 30 minutes in any hour; 2) plus 5 dBA for a cumulative period of more than 15 minutes in any hour; 3) plus 10 dBA for a cumulative period of more than 5 minutes in any hour; 4) plus 15 dBA for a cumulative period of more than 1 minute in any hour; or 5) plus 20 dBA for any period of time. In addition, any noise that exceeds the interior noise standards established for residential uses: 1) for a cumulative period of more than 5 minutes in any hour; 2) plus 5 dBA for a cumulative period of more than 1 minute in any hour; or 3) plus 10 dBA for any period of time, is unlawful.

³ Based on modeling using FHWA's RCNM.

⁴ Section 8.12.070(E), *Exemptions*, of City of Aliso Viejo Municipal Code provides an exemption for construction noise occurring in the daytime hours from the provisions of Chapter 8.12, *Noise Control*.

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There is proposed residential use on the vacant lot west of the transportation center; the property line of the vacant lot is approximately 390 feet northwest of the proposed equipment pad. The equipment pad would be opposite the transportation center buildings from the northern part of the vacant lot, therefore providing some shielding from noise for part of the vacant lot.

The new location for the proposed CNG fueling facility would be much farther away from the temple than the original location, which was formerly at the northwest corner of the District property. The location of the compressors for the revised project would be south of the bus charging area.

Noise from a compressor, similar to traffic noise, generates a constant noise level and little variation in frequency. Noise from a compressor is louder as the compressor size increase. To approximate noise levels from the project's compressors, PCR conducted a survey of a CNG fueling dispenser. Noise levels were taken at a reference distance of five feet from the CNG compressor, and compressor noise was measured at 88 dBA L_{eq} . The City of Aliso Viejo requires that equipment achieve daytime and nighttime limits depending on the land use type (residential, commercial, and industrial) and time of day (daytime: 7:00 AM to 10:00 PM; nighttime: 10:00 PM to 7:00 AM). Compressors would operate between 9:00 AM to 1:00 PM and from 5:00 PM to 1:00 AM. Therefore, the more restrictive nighttime maximum permissible noise standards are applicable for the design and installation of the compressors and associated equipment.

To control noise from the compressors, compressors that achieve the City's noise standard can be installed, compressors can be enclosed to minimize noise transmission, or a combination of these methods can be used to ensure that the compressors achieve the City's noise standards, as measured at the property line of the affected land use. The compressors would be required to achieve this noise standard throughout the useful lives of the equipment.

Compliance with the City's maximum permissible noise standards is mandatory. However, the following measures will be considered as part of the project during the design and installation of the compressors:

- Enclosing the compressors and associated equipment (e.g., exhaust fans) within a solid enclosure surrounded by concrete masonry walls. Walls shall be a minimum of 7 feet high. Doors/gates to the enclosed area shall face inwards to minimize gaps in the enclosure that can result in noise transmission. Doors/gates shall be constructed of solid material with a density of 3.5 pounds per square foot or less with minimal gaps. Roofing on the masonry structure shall be considered in the design to achieve the City's noise standards.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact. Project construction would employ conventional construction techniques and equipment which would not cause excessive ground-borne vibration or noise. The equipment proposed for project construction would include standard earth-moving equipment (i.e., excavator), which could generate limited groundborne vibration. However, project construction would be short term and would not result in excessive, long-term impacts to sensitive receptors. Project operation would include three compressors installed approximately 83 feet from the nearest adjacent property line, that of the vacant lot south of the transportation center. The compressors would generate limited vibration. However, the groundborne vibration would dissipate below the perception threshold at the project site's property line. Therefore, neither construction nor operation of the proposed project would generate significant levels of groundborne vibration or groundborne noise. Impacts would be less than significant and no mitigation measures are required.

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c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less Than Significant Impact. Operational noise is discussed above in Section 3.12(a). The distance from the equipment pad to the property line of the proposed residential development west of the transportation center is approximately 390 feet in the proposed project, compared to approximately 100 feet for the project as proposed in 2010. Project operation would comply with the City of Aliso Viejo noise standards by use of one or more of the means described above. Impacts would be less than significant.

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Less Than Significant Impact. The CNG fueling facility was previously proposed at the northwest corner of the District's property. Construction noise levels estimated by PCR Services Corp. using the Federal Highway Administration's Roadway Construction Noise Model, were projected to be 59 dBA to 62 dBA L_{eq} at the temple. The revised project would place the CNG facility approximately 300 feet farther from the temple property line, resulting in lower construction noise levels at the noise-sensitive outdoor and indoor uses. In addition, the new location for the proposed CNG equipment and bus charging stations would be behind the District's buildings. Given the increased distance between the proposed construction area and the temple and the presence of a building, noise levels at the northwestern property line during construction would range from 48 dBA to 50 dBA L_{eq5} .

Construction noise, while audible, would not constitute a substantial impact to the daytime noise environment based on the magnitude of noise anticipated, short duration of construction activities (approximately three weeks), and limitation to the daytime hours when people are generally less sensitive to noise. Construction noise fluctuates throughout the workday and is evaluated in terms of its magnitude and duration at the sensitive receptor, not the property line. The magnitude of construction noise is not regulated by the City's Municipal Code. Instead, the City limits construction activities to the daytime hours to minimize the potential for construction noise to adversely affect adjacent land uses. Only stationary sources of noise are restricted to the Municipal Code's maximum permissible noise standards as measured at the receiving property line.⁶



It is acknowledged that certain institutions are more sensitive to noise during the daytime hours, such as the educational and religious activities at the temple. However, exterior-interior transmission loss from the temple building structure results in a minimum 20 to 25 dBA of attenuation when windows are closed (Caltrans 2009). Based on the state's interior noise standard for classrooms of 45 dBA $L_{dn}/CNEL$, construction noise levels would have to exceed 65 dBA L_{eq} to affect the classroom environment. In addition, the state's noise compatibility criteria for schools shows that noise-sensitive outdoor areas are compatible in a noise environment of up to 70 dBA CNEL (OPR 2003). Therefore, construction noise from the project occurring for a very short duration (three weeks) would not adversely affect religious or educational activities that occur during the daytime at the temple.

Mitigation Measure

While construction noise was found to be less than significant, the District agrees to avoid construction during the temple's holidays and holy days.

⁵ Based on modeling using FHWA's RCNM.

⁶ Section 8.12.070(E), Exemptions, of City of Aliso Viejo Municipal Code provides an exemption for construction noise occurring in the daytime hours from the provisions of Chapter 8.12, Noise Control.

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9. The District shall not conduct construction activities on these holidays and holy days:

- Before 1:00 PM on Shavuot
- After 4:00 PM on Erev Rosh Hashanah
- Before 2:00 PM on Rosh Hashanah First Day
- Before 2:00 PM on Rosh Hashanah Second Day
- After 4:00 PM on Erev Yom Kippur Day
- All day on Yom Kippur Day
- Before 1:00 PM on Sukkot First Day
- Before 1:00 PM Simhat Torah
- Before 1:00 PM Passover Seventh Day
- Before 1:00 PM on Shavuot
- After 4:00 PM every Friday
- Before 1:00 PM every Saturday

e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

No Impact. The project site is not in an airport land use plan, and there are no public-use airports within two miles of the site. The nearest public-use airport to the site is John Wayne Airport, approximately 11 miles northwest of the site. Project development would not cause any airport-related noise impact.

f) **For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?**

No Impact. There are no private airstrips or heliports near the project site, and the project would not cause any hazards related to an airstrip or heliport.

3.13 POPULATION AND HOUSING

a) **Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

No Impact. The project would not develop new homes or businesses. Project construction would last approximately three weeks and would not generate substantial construction employment. The project would be operated by existing District staff and would not require addition or substantial numbers of workers. The transportation center is already served by infrastructure, and the project would not require the construction or extension of infrastructure or roads. No impact would occur.

b) **Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**

No Impact. There is no housing onsite and the project would not displace housing. No impact would occur.

c) **Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

No Impact. There are no residents onsite so no residents would be displaced. No impact would occur.

3.14 PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire protection?

Less Than Significant Impact. Fire protection and emergency medical services are provided to the project site by the Orange County Fire Authority (OCFA). The proposed CNG fueling station would require fire inspection services by OCFA during both construction and during operation. However, since OCFA currently conducts inspections of the site, no new manpower or facilities are anticipated to be required. Impacts would be less than significant.

b) Police protection?

No Impact. Law enforcement is provided to the City of Aliso Viejo by the Orange County Sheriff's Department. Construction and operation of the CNG fueling station is not expected to cause increased demands for police services, and no impact would occur.

c) Schools?

No Impact. The proposed fueling station would not lead to the generation of new students and therefore would not impact demand for public school facilities. The fueling station would improve the District's ability to provide transportation for affected students by eliminating the need to drive buses to and from the City of Irvine to be refueled. No adverse impact would occur.



d) Parks?

No Impact. Demand for parks is generated by the population of the parks' service areas. The project would have no impact on population and would not affect demand for parks. Therefore, no impact would occur.

e) Other public facilities?

No Impact. Demand for libraries is generated by the population of the service areas of the libraries. The project would have no impact on population and would not affect demand for libraries. Therefore, no impact would occur.

3.15 RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. Demand for parks is determined by the population of the parks' service areas. The project would not add population to the site or the surrounding community and would have no impact on demand for parks or deterioration of park facilities.

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- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?**

No Impact. The project would not develop or require the development of recreational facilities. Therefore, no impact would occur.

3.16 TRANSPORTATION/TRAFFIC

- a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

Less Than Significant Impact. Project access is via a driveway from Liberty Drive. Liberty Drive near the intersection of the project access driveway consists of one travel lane in each direction plus a striped median, with sidewalks on each side of the roadway. Liberty Drive extends north-south near the intersection with the project access driveway. It intersects with Aliso Viejo Parkway northwest of the project site, then turns eastward before intersecting with Aliso Creek Road south of the site. Aliso Viejo Parkway north of the project site consists of four travel lanes with a striped median and bicycle lanes and sidewalks on each side of the roadway. Aliso Creek Road east of the site has six travel lanes, a striped median, and bicycle lanes and sidewalks on each side of the roadway.

Operational Traffic

Operation of the proposed fueling facility would not generate new vehicle trips. Fifteen round-trips per day by school buses to a fueling facility in the City of Irvine would be eliminated. The fueling facility in Irvine is 12 miles from CUSD's transportation center; therefore, the project would eliminate 360 vehicle miles traveled by school buses per day. Project operation would have no adverse impact on operation of roads or intersections near the project site.

Construction Traffic

Project construction would generate a small amount of construction traffic and construction is expected to last only three weeks. Additionally, construction activities would be confined within the project boundaries. Therefore, construction traffic would not have a substantial adverse impact on the operation of roads or intersections in the site vicinity.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

Less Than Significant Impact. The congestion management program (CMP) in effect in Orange County was issued by the Orange County Transportation Authority (OCTA) in 2009. All freeways and tollways in Orange County, as well as selected arterial roadways, are designated parts of the CMP Highway System. The nearest CMP Highway to the project site is SR-73. Traffic impact analysis for CMP roadways is required for all development projects adjacent to a CMP roadway that would generate 2,400 or more daily trips and for all development projects providing direct access to a CMP roadway that would generate 1,600 or more daily trips (OCTA 2009). The project site does not have direct access to a CMP roadway, and project operation would not generate new vehicle trips. Construction traffic generation would be a very small fraction of 2,400

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trips per day and would only last approximately three weeks. Therefore, traffic impact analysis for CMP roadways is not required, and impacts would be less than significant.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. There are no airports, airstrips, or heliports near the project site. The proposed fueling station would not require relocation of air traffic patterns and would not cause an increase in air traffic levels. Therefore, no impact would occur.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The project would not change the layout of any public roadways or intersections of driveways with public roadways. The proposed equipment pad would be surrounded by bollards to protect the equipment from being struck by vehicles. The filling posts would be mounted on K-rail, therefore minimizing potential damage from the filling posts being struck by vehicles. No impact would occur.

e) Result in inadequate emergency access?

No Impact. The project would not impact emergency access. All construction staging would occur within the transportation center property, not on the transportation center access driveway or on public roadways. As outlined in Mitigation Measure 6, the project would include an emergency response action plan, including emergency procedures and training required for implementing those procedures. No impact would occur.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

No Impact. The project would not interfere with the use of bicycle routes or sidewalks along surrounding roadways. There are sidewalks in the transportation center surrounding part of the administration building; the project would not interfere with use of those sidewalks.

Two public transit bus routes pass by the transportation center on Aliso Creek Road, which forms the project's northern boundary: OCTA Route 187 operates north-south between Laguna Hills and Dana Point, Monday through Friday, with average frequencies of approximately 30 minutes. OCTA Route 490 provides east-west shuttle service between the Laguna Hills/Mission Viejo Metrolink (commuter rail) Station and Aliso Viejo on Monday through Friday during peak hours, with average frequencies of approximately 40 minutes (OCTA 2011a; OCTA 2011b). The project would not interfere with those bus services and no impact would occur.

3.17 UTILITIES AND SERVICE SYSTEMS

a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. Project construction would implement BMPs required by the City of Aliso Viejo Environmental Services Division for minimizing pollution of stormwater by construction activities, including pollution with sediment. Project operation would not generate water pollutants. Safety devices that would be installed in the fueling station, as well as the emergency response action plan outlined in Mitigation Measure 6, would minimize the potential for the release of substantial amounts of CNG from the fueling



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station. Natural gas is volatile and lighter than air; therefore, in the event that small amounts of CNG were released, the natural gas would disperse into the air rather than pollute stormwater. Impacts would be less than significant.

b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

No Impact. Project operation would not use water and would not generate wastewater. Project construction would not generate sanitary wastewater. Project construction would use a small amount of water during the three-week construction period. Water is supplied to the City of Aliso Viejo, including the project site, by the El Toro Water District (ETWD). Potable water supplied by ETWD to its customers is imported water obtained from the Metropolitan Water District of Southern California from northern California and from the Colorado River. ETWD expects its water supplies to be fully reliable to meet demands through 2035 (Malcolm Pirnie 2011). There are adequate water supplies available for water use during project construction. Additionally, the project's construction activities would be temporary and would cease upon project completion. Therefore, no impact would occur.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

No Impact. The project would not require construction of new or expanded stormwater drainage facilities, and no impact would occur.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

No Impact. Water supplies are discussed above in Section 3.17(b). No impact would occur.

e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. The project would not generate wastewater and would have no impact on wastewater treatment capacity.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less Than Significant Impact. Project operation would not generate solid waste. Project construction would generate a small quantity of solid waste during the three-week construction period. Three landfills operated by OC Waste & Recycling serve Orange County; the landfills are described in Table 3. As shown in Table 3, the three landfills have total remaining capacity of approximately 204.7 million tons, with estimated closing dates ranging from 2021 to 2067. There is sufficient landfill capacity in the region for solid waste generated by project construction. Additionally, construction-related solid waste would be temporary and would cease upon project completion. Therefore, impacts would be less than significant.

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Table 3
Landfill Capacity

Landfill	Location	Remaining Capacity	Maximum Permitted Disposal Rate (tons per day)	Actual Disposal Rate (tons per day)	Estimated Closing Date
Frank R. Bowerman	Irvine	199,600,000 cubic yards (106,400,000 tons)	8,500	5,000	2053
Olinda Alpha	Brea	50,600,000 cubic yards (26,970,000 tons)	8,000	5,000	2021
Prima Deshecha	San Juan Capistrano	133,800,000 cubic yards (71,315,400 tons)	4,000	1,000	2067
Total		384,000,000 cubic yards (204,690,000 tons)	20,500	11,000	Not applicable

Source: Arnao 2010.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact. The project would not create a net increase in student or staff population within the District. AB 939 (Integrated Solid Waste Management Act of 1989; Public Resources Code 40050 et seq.) established an integrated waste-management system that focused on source reduction, recycling, composting, and land disposal of waste. AB 939 required every California city and county to divert 50 percent of its waste from landfills by the year 2000, and also requires each county to prepare a countywide siting element specifying areas for transformation or disposal sites to provide capacity for solid waste generated in the jurisdiction that cannot be reduced or recycled for a 15-year period. Jurisdictions select and implement the combination of waste prevention, reuse, recycling, and composting that best meets the needs of their residents while achieving the diversion requirements of the act. Cities and counties also have the flexibility to work cooperatively toward the 50 percent goal by forming a regional agency.



Compliance with AB 939 is measured in part by comparing target disposal rates to actual disposal rates. In 2009 the target disposal rates for the City of Aliso Viejo under AB 939 were 3.3 pounds per person per day (PPD) for residential solid waste and 9.4 pounds per employee per day for solid waste from businesses. Actual disposal rates in the City in 2008 were 2.1 PPD from residences and 6 PPD for businesses (CalRecycle 2011). Therefore, the City is meeting targets for solid waste disposal and the proposed project would not impact the City's ability to continue to meet its targets.

3.18 MANDATORY FINDINGS OF SIGNIFICANCE

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact. The project would not substantially reduce the habitat, population, or range of any fish or wildlife species, including rare or endangered species, and would not eliminate important examples of the major periods of California history or prehistory. Impacts would be less than significant.

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- b) **Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

No Impact. No cumulatively considerable impacts are identified in this Initial Study, and no impact would occur.

- c) **Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?**

Less Than Significant Impact With Mitigation Incorporated. A health risk assessment conducted for the proposed project modeled effects of explosion, flash fire, jet flame, fireball, or fragmentation resulting from rupture of a gas pipeline, CNG compressor, or school bus fuel tank. No hazard footprints of any of the consequences reached existing receptors on adjacent properties or potential receptors on vacant land next to the transportation center. Mitigation Measures 1 through 8 would reduce hazards from handling and storage of CNG onsite further. Construction noise was found to be less than significant, and project construction would only last approximately three weeks. However, Mitigation Measure 9 would reduce construction noise impacts on the adjacent temple by prohibiting construction activities on specified holidays and holy days. With implementation of mitigation measures, impacts would be less than significant.

4. References

4.1 PERSONAL COMMUNICATIONS

Arnau, John. (Environmental Projects Manager). 2010, November 24. Email response to service provider questionnaire. Orange County Waste & Recycling.

4.2 WEB SITES

California Department of Forestry and Fire Protection (CAL FIRE). 2010, July 29. *Fire Hazard Severity Zones in LRA: Aliso Viejo*. ftp://frap.cdf.ca.gov/fhszlocalmaps/orange/Aliso_Viejo_2010.pdf.

California Division of Mines and Geology (CDMG). 2001, December 21. *Seismic Hazard Zones Map: San Juan Capistrano Quadrangle*. http://gmw.consrv.ca.gov/shmp/download/pdf/ozn_sjc.pdf.

California Department of Resources Recycling and Recovery (CalRecycle). 2011, September 12. *Countywide, Regionwide, and Statewide Jurisdiction Diversion/Disposal Progress Report*. <http://www.calrecycle.ca.gov/LGCentral/Tools/MARS/JurDrSta.asp?VW=In>.

California Department of Transportation (Caltrans). 2007, December 7. *California Scenic Highway Mapping System*. http://www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm.

Division of Land Resource Protection (DLRP). 2011, August. *Orange County Important Farmland 2010*. <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2010/ora10.pdf>.

Department of Toxic Substances Control (DTSC). 2011, August 19. *EnviroStor*. <http://www.envirostor.dtsc.ca.gov/public>.

Federal Emergency Management Agency (FEMA). 2009, December 3. *Flood Insurance Rate Map 06059C0428J*. <http://map1.msc.fema.gov/idms/IntraView.cgi?KEY=74777736&IFIT=1>.

Malcolm Pirnie. 2011, June. *2010 Urban Water Management Plan: El Toro Water District*. <http://www.etwd.com/pdfs/UWMP.pdf>.

Orange County Flood Control District (OCFCD). 2007, January 16. *Basemap of Drainage Facilities in Orange County: Sheet 64*. <http://www.ocflood.com/documents/DrainageMaps/ocfd64.pdf>.

Orange County Transportation Authority (OCTA). 2011a, June 12. *Route 187 Schedule*. <http://www.octa.net/pdf/pdf/june2011/route187.pdf>.

———. 2011b, June 12. *Route 490 Schedule*. <http://www.octa.net/pdf/pdf/june2011/route490.pdf>.

———. 2009, December 18. *2009 Orange County Congestion Management Program*. <https://www.octa.net/pdf/cmp09.pdf>.

State Water Resources Control Board (SWRCB). 2011, August 19. *GeoTracker*. <http://geotracker.swrcb.ca.gov>.



5. List of Preparers

LEAD AGENCY

Cary Brockman, Director, Facilities Planning

THE PLANNING CENTER|DC&E

Dwayne Mears, Principal, Schools Facilities Planning

Nicole Vermillion, Senior Planner

Michael Milroy, Associate Planner

Jorge Estrada, Associate Planner

Cary Nakama, Graphic Artist



Appendix A
CNG Risk Assessment



**CNG RISK
ASSESSMENT
FOR:
ALISO VIEJO
TRANSPORTATION
CENTER**



prepared for:

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

prepared by:

**THE PLANNING
CENTER**

9841 Airport Boulevard, Suite 1010
Los Angeles, CA 90045
Tel: 310.670.9221 • Fax: 310.670.9512
Website: www.planningcenter.com

Contact:
Cathleen Fitzgerald, P.E.
Senior Engineer

CVS-02.2E

SEPTEMBER 26, 2011

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EXECUTIVE SUMMARY

A compressed natural gas (CNG) risk assessment was conducted for the proposed CNG fueling facility at the Capistrano Unified School District's Transportation Center in Aliso Viejo. The proposed CNG facility would use a "slow-fill" system, with the capability to fuel 20 CNG buses overnight. The objective of the risk assessment was to identify all equipment and piping at the CNG fueling facility that could pose a hazard to the surrounding community, evaluate potential accident scenarios, and determine whether hazard footprints would extend beyond the District's property boundaries. The distance from the proposed CNG fueling facility to the nearest property boundary is 100 feet to the south, and the distance to the nearest potential receptor (parcel to the south of the Transportation Center, currently vacant land) is 280 feet.

The two main hazards associated with the use of CNG is its flammability and storage at high pressure in CNG bus cylinders. No other on-site CNG storage is planned for the proposed facility. Potential accident scenarios that were assessed include:

- Rupture of the 2-inch Southern California Gas low-pressure (50 psi) natural gas distribution pipeline that would convey natural gas to the CNG compressor, resulting in a flash fire or jet flame
- Physical rupture of the CNG compressor and subsequent explosion with blast overpressure
- Rupture of the 3/8-inch natural gas high pressure (3,600 psi) stainless steel line between the CNG compressor and the fueling station, resulting in a flash fire or jet flame
- Rupture of a CNG school bus cylinder, resulting in either a blast overpressure and fragmentation, fireball, flash fire, or jet flame



Various computer models and spreadsheets, including ALOHA, SLAB, and the American Institute of Chemical Engineers (AIChE) equations, were used to estimate the consequences and hazard footprints of the accident scenarios. The hazard footprints for the various accident scenarios that involved ignition and exposure to thermal radiation range from 25 to 45 feet. Therefore, these impacts are anticipated to be contained within the boundaries of the Transportation Center.

The longest hazard footprint results from a postulated explosion of a CNG compressor with a blast overpressure of 1.45 psi at the site's property boundary. However, the blast overpressure at the nearest potential receptor (currently vacant land to the south) is estimated to be 0.94 psi, which is just below the significance criterion of 1.0 psi at which minor damage to buildings may occur.

Based on the results of the CNG risk assessment and with implementation of the safety design features of the CNG facility that are mandated by NFPA 52, the development and implementation of training programs for all personnel who will be involved in the operations, and the preparation of an emergency response action plan, the operation of the proposed CNG facility should not pose an adverse risk to the community surrounding the Transportation Center.

1.1 PURPOSE

This report presents the results of a compressed natural gas (CNG) risk assessment prepared for the Aliso Viejo Transportation Center that is part of the Capistrano Unified School District (CUSD). The evaluation assesses potential exposure and risk to workers and occupants of the surrounding area in the unlikely event that an incident were to occur at the CNG fueling station.

1.2 SITE LOCATION

The project site is located at 2B Liberty Drive in the City of Aliso Viejo, Orange County, California. The property is generally bounded by Aliso Viejo Parkway to the north, Aliso Creek Road to the east, vacant land to the south and west, and the Temple Beth El property to the northwest. The site is owned and occupied by Capistrano Unified School District and contains the District's transportation and maintenance yard. It is currently occupied by a shop and administrative buildings, a diesel fueling station with underground storage tanks, and paved parking and landscaped areas.

1.3 PROPOSED PROJECT

The District is proposing to install a CNG fueling facility in the southeast portion of the existing Aliso Viejo Transportation Center. The proposed CNG facility will use a "slow-fill" system, which eliminates the need for on-site CNG storage. There will be the capability to fuel 20 buses overnight. The buses also may be fueled during weekday hours from 9:00 AM to 1:00 PM. Currently, the District's CNG buses must travel over 24 miles round trip to a CNG fueling facility in Irvine. With implementation of the project, the CNG buses would be able to refuel on-site prior to leaving the yard and avoid the time and expense of traveling to an off-site fueling facility.



1.4 REPORT OBJECTIVES

This hazard assessment is designed to meet the following objectives:

- Identify all equipment and piping at the CNG fueling station that could pose a safety hazard to the surrounding community
- Obtain information regarding CNG facility design (operating pressure, volume, safety devices, etc.) from vendors or suppliers.
- Evaluate potential accident scenarios
- Identify if hazard footprints extend beyond the boundary of the District's maintenance yard
- Conduct a quantitative risk analysis to predict community exposures and safety risks
- As appropriate, identify and develop mitigation measures to reduce risk to an acceptable level

1.5 ASSESSMENT METHODOLOGY

The following references were used to develop accident scenarios and evaluate risk to nearby receptors:

- *NFPA 52 – Gaseous Fuel Vehicular Systems* – National Fire Protection Association and National Propane Gas Association. 2006
- *Guidelines for Chemical Process Quantitative Risk Analysis*. American Institute of Chemical Engineers. 2000.
- *Areal Location Hazardous Atmospheres (ALOHA) computer model*. 2007
- *SLAB: An Atmospheric Dispersion Model for Denser Than Air Release*. 1990.



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2.1 CNG FUELING STATION LOCATION AND OPERATIONAL DATA

The District plans to install a compressed natural gas (CNG) slow-fill fueling station at the location shown on Figure 1. Photographs of the site location, CNG buses, and similar CNG equipment installed at other school district sites are provided in Appendix A.

The CNG equipment will be located approximately 100 feet north from the District's southern property boundary. There will be no storage tanks associated with this facility. The slow-fill approach is the simplest and most inexpensive way to fuel many vehicles at once. The fueling process typically takes place over an 8-hour period, usually overnight. The proposed system will consist of natural gas piped to the facility via a standard low-pressure (50 psi) natural gas distribution pipeline located beneath the access road off of Liberty Drive. The natural gas then will pass through a metering unit, a dryer to reduce the moisture content of the natural gas, and then into a 150 scfm compressor, where the natural gas pressure is increased to 3,600 pounds per square inch (psi). The CNG then will be conveyed to a manifold piping system consisting of multiple flexible hoses and 20 individual nozzles to fuel the CNG buses in the District's parking lot just north of the CNG equipment. Fuel flow to each CNG bus is automatically shut off when sufficient back pressure is reached.

The compressor and associated equipment will be located in a 55-foot by 25-foot area surrounded by a chain-link fence with privacy slats. If needed, an acoustic dampening enclosure will be added to the compressor to meet the City of Aliso Viejo's noise ordinance. The equipment area will be surrounded by bollards at a 4-foot spacing to protect it from vehicle intrusion.

The bus fueling area will consist of fill posts and dispenser tubing enclosed by K-rail barriers for protection. The CNG buses have ignition interlocks that prevent the vehicle from starting while the fuel door is open, thus preventing the possibility of drive-away accidents. The CNG systems on the buses are not currently serviced at the District's maintenance facility and there are no plans to do so in the future. All CNG maintenance and repair activities are conducted at an off-site facility.



The CNG slow-fill facility will be designed and constructed in accordance with the National Fire Protection Association's (NFPA's) Code 52 – Compressed Natural Gas Vehicular Fuel Systems Code and all applicable State and local fire and building codes. NFPA 52 requires 1) all CNG compression and dispensing equipment to be located a minimum of 10 feet from a building, mobile home, public sidewalk, highway, street, or road; 2) overpressure protection devices to be installed in the fueling transfer system to prevent overpressure of the vehicles; 3) protection of piping and hoses; 4) installation of emergency shutdown equipment at the dispensing area and also at a location remote from the dispensing area and installation of breakaway protection at the fuel dispensers; and 5) installation of an emergency shut-off valve on the inlet of the compressor that shuts off the gas supply in the event that an emergency shutdown device is activated or a power failure occurs.

2.2 LAND USE AND TERRAIN

The Transportation Center is bounded by Aliso Viejo Parkway to the north, Aliso Creek Road to the east, vacant land to the south and west, and the Temple Beth El property to the northwest. Land uses surrounding the site include multi-story office and warehouse buildings to the north across Aliso Viejo Parkway. Three-story, multi-family residences are located to the east across Aliso Creek Road. Immediately south of the Transportation Center is an 185-foot easement beyond which is vacant land. To the west of the Transportation Center is undeveloped vacant land and to the northwest is the Temple Beth El property, consisting of a two-story building, associated parking lots, and an outdoor play area. There is a day care center (Early Childhood Center) and two private schools with grades K-6 that also share the facility.

2. Hazard Assessment

While the 10.1-acre Transportation Center site is relatively flat, the surrounding terrain is hilly. The distance from the proposed CNG fueling equipment to the site's nearest property boundary is 100 feet to the south. Distances from the CNG fueling facility to the nearest receptors are as follows:

- North – nearest office/warehouse building – 600 feet
- East – nearest residence – 555 feet
- South - nearest property boundary - vacant land past easement – 280 feet
- West – southeast corner of Temple Beth El property – 360 feet
- Northwest – nearest building on Temple Beth El property – 540 feet
- West – nearest property boundary – vacant land – 375 feet

2.3 CNG PROPERTIES

Compressed natural gas (CNG) is a highly compressed form of the same fuel used in residential households for cooking and heating and in commercial buildings for heating. Natural gas is comprised primarily of methane (CH₄), with minor amounts of ethane, propane, butane, and pentane. Odorants, such as mercaptans, are added to natural gas to help detect leaks. The odor is detectable at 20% of the lower flammability limit.

Natural gas is in a gaseous state and has a density of 55% of air at the same conditions (standard temperature and atmospheric pressure). Because of its low energy density, the gas is compressed to increase the amount of fuel that can be stored at room temperature (hence the term Compressed Natural Gas or CNG). The CNG in the bus fuel tanks will be held in CNG cylinders at 3,600 pounds per square inch (psi); there will be no other storage of CNG at the fueling facility. At a pressure of 3,600 psi, about 300 times more gas can be stored as compared to the same volume at atmospheric pressure.

Natural gas is flammable in air. It can be ignited by an open flame, an electric spark, or a very hot surface. However, for ignition to occur, the natural gas concentration in air must be between the flammability limits. The upper flammability limit (UFL) for methane (i.e., natural gas) is 15% and the lower flammability limit (LFL) is 5%.

If the gas is confined and then ignited, a localized increase in pressure will result. Depending on the degree of confinement, a detonation may occur, resulting in a blast overpressure. However, given the configuration and operating conditions of an outdoor bus fueling facility and the fact that there are no maintenance or repair activities that will be conducted on-site, a probability of a natural gas detonation is extremely low.

If there is a leak from the high pressure side of the fuel system, a high velocity and high momentum cold gas jet will result. Hazards that may result from a high pressure CNG jet include:

- Small particles or debris aerosolized by the jet
- Exposure of very cold gas near the release point
- Ignition of jet by static discharge or ignition between the jet and the leak source.



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Natural gas is considered to be non-toxic. The American Conference of Government Industrial Hygienists (ACGIH) considers methane to be a simple asphyxiant, which can create a health risk if it displaces oxygen in a confined space so that the oxygen concentration falls below 18%. There is no established threshold limit value (TLV) for methane or natural gas.

As with all vehicle fuels, natural gas can be used safely if the unique properties of the fuel are understood and precautionary measures are taken. Natural gas does have some advantages compared to gasoline and diesel. It is non-toxic and has no potential for ground or water contamination in the event of a fuel release. Natural gas is lighter than air and dissipates rapidly when released. It also has a narrow range of flammability; it will not burn in concentrations below 5% or above 15% when mixed with air. Gasoline and diesel burn at much lower concentrations and ignite at lower temperatures. If ignited, natural gas burns at a somewhat lower temperature. The autoignition temperature of natural gas is much higher than gasoline or diesel, meaning it is less likely to spontaneously ignite in a normal atmosphere. Table 1 describes some of the characteristics of various fuels that relate to hazard assessment.

TABLE 1. CHARACTERISTICS OF VARIOUS FUELS

Property	Gasoline	Diesel	CNG
Appearance and Phase	Yellow liquid	Amber liquid	Colorless gas
Vapor Density, lb/ft ³	0.15-0.30	0.30-0.45	0.0454
Vapor Density relative to air	200-400%	400-600%	60%
Lower Flammability Limit, %	1.4	0.6	5
Upper Flammability Limit, %	7.6	5.5	15
Autoignition Temperature, F	495	480	999

There have been some instances of CNG bus fires, as reported in a recent survey conducted by Adams and Horne (2010). The survey was conducted among bus transit agencies that use CNG vehicles. Most of the agencies participating in the CNG transit bus survey indicated this to be a normal occurrence with a similar percentage of fires in diesel buses. Fires on CNG buses were caused in the following descending order of frequency:

- Hydraulic hose failure spraying oil on hot engine components
- Turbocharger failure resulting in oil leakage initiating a fire
- Heat from the exhaust system causing adjacent materials to ignite
- Impact of roof-mounted cylinders at an overpass on an unapproved route
- Brake fire than engulfed the bus

In each of the reported fires, the pressure relief devices (PRDs) on the CNG cylinders performed as designed and prevented a cylinder rupture under pressure. The bus incidents reported in this survey did not result in serious injuries or fatalities.

The most significant non-fire bus incident reported in the survey involved the rupture of two CNG cylinders that were belly mounted below a bus with no protection from road debris. The cylinders failed during fueling, presumably due to damage from road debris. No personnel were injured. Shields were subsequently installed under the cylinders and now are inspected frequently using mirrors. The CNG school buses at the Transportation Center are shielded (i.e., wrapped in Kevlar) and inspected on a regular basis for any damage to the shielding.

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2.4 CNG ACCIDENT SCENARIOS

Potential hazards associated with the use of CNG include:

- Flammability hazard – fire from ignition of gas leaks or piping rupture. Such accident scenarios can occur from the distribution pipeline, the fuel dispensing system, or fuel system damage. High pressure natural gas leaks can ignite from static electricity.
- Explosion hazard – occurs with the accumulation of natural gas in enclosed spaces. Since all of the fueling equipment and buses at the proposed facility will be located outdoors and in the open, and there is no current or future plans to do any on-site maintenance or repairs, the potential for explosion hazards are remote.
- High pressure hazard – could occur due to a fuel tank or compressor explosion, missile damage from failure or improper installation of fuel system components, or the flailing of fuel hoses or fuel lines.

Hazards During Transport

The only “transport” issue associated with the proposed CNG fueling facility involves the connection of the natural gas pipeline to the fueling facility. The plan is to extend the natural gas pipeline that is aligned beneath Liberty Drive down the access road to the Transportation Center and connect to the CNG fueling station. It is estimated that there will be a 2-inch natural gas distribution pipeline at a pressure of 50 psi connecting to the CNG fueling system. While this is considered to be a low to medium pressure pipeline (<80 psig), there still is a potential for a gas release if there is unauthorized digging or trenching at the connection line resulting in a pipeline break, or in the event of an accident resulting in a pipeline rupture at the connection to the compressor station. Therefore, the consequences of a pipeline rupture or leak in the incoming natural gas pipeline will be addressed in more detail in the following section.



Hazards During Transfer

This process involves the compression of the natural gas to the desired pressure (approximately 3,600 psi) and transfer to the fuel dispensing system. The fueling facility can be divided into two principal areas: 1) the equipment area, where the gas dryers, compressors, valving, and controls are located, and 2) the fuel dispensing area.

The equipment pad would occupy a 55 foot by 25 foot area in the southeast portion of the Transportation Center. The general standard governing this area is NFPA 52, *Compressed Natural Gas (CNG) Vehicular Fuel Systems*, as well as regulations specifying electrical, piping, and vessel codes that apply to this equipment. NFPA 52 specifies the location and level of electrically hazardous areas surrounding the equipment, as also defines the separation distances between CNG equipment and other buildings, railways, property lines, sources of ignition, and other equipment and obstructions. The minimum distance of CNG equipment from public streets, sidewalks, property lines, ignition sources, and buildings is 10 feet and the minimum distance is 50 feet from the nearest railroad track. The equipment will be located at least 100 feet from the nearest property line. NFPA 52 also requires the area surrounding the equipment and dispenser to be electrically classified as Class 1, Division 2, Group D area (i.e., an area in which flammable gases or vapors may be present in the air in sufficient quantities to be explosive or ignitable). Therefore, the compressor typically will have an explosion-proof motor and the control panel will be contained within an explosion-proof enclosure.

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There has only been one reported incident in the United States of an explosion and fire that may have involved a compressor at a CNG fueling facility. In February, 2011, an explosion and subsequent fire occurred at the Pierce Transit CNG Bus Fueling Facility in Lakewood, Washington. It appears that the incident occurred within an enclosed maintenance facility and the exact cause of the accident has not yet been determined. However, no injuries were reported from this incident.

Since the proposed CNG compressor at the Transportation Center will be outside in an open fenced area, this will minimize the potential for the buildup of vapors within a confined space and the compressor will include explosion-proof motors and control panels. If the compressor is located within an enclosure for sound attenuation, the enclosure will include a methane detector. When a methane concentration of 25% of the LFL or greater is detected, cooling or ventilating motors will be activated. When a methane concentration of 50% of the LFL or greater is detected, audible and visual alarms will be activated and the compressor motor deactivated. Therefore, the probability of an explosion occurring at this location is negligible. Nevertheless, the explosion scenario was evaluated in the following section.

Another concern is that the rupture of the compressor may lead to missile damage from fragments. The rupture of a compressor usually involves ductile fracture, which does not produce missiles. The rupture is typically a separation into two parts. In addition, the compressor will be contained within a chain-link fence enclosure and possibly a secondary sound attenuation housing so that in the unlikely event that fragmentation occurred, the fragments most likely would remain within the enclosed areas. The nearest property boundary to the equipment pad is 100 feet and the nearest potential receptor is 280 feet to the south (currently vacant land). Therefore, the generation of compressor fragments from an explosion was not subject to further evaluation.

The dispensing area is probably the highest level of inherent risk at the CNG fueling facility. However, there are many safety devices to minimize the risks associated with this part of the fueling process, in accordance with NFPA 52 standards:



- An emergency manual shutdown device will be provided at the dispensing area and also at a location remote from the dispensing area that, when activated, will shut off the power supply and gas supply to the compressor and dispensers
- An automatic shutdown device will be provided that stops the compressor if either of the following conditions occurs: a) the fuel tank of every vehicle connected to the refueling hose is full; or b) if there is a malfunction detected by the compressor controller
- Breakaway devices will be provided at every dispensing point so that in the event of a pullaway, natural gas ceases to flow at the separation.
- The piping from the compressor to the dispensing area will be stainless steel, 3/8-inch in diameter, and rated for a pressure of 4,500 psi (which is 1.25 times the actual operating pressure of 3,600 psi)
- The dispensers will have a temperature compensation system that is electronically controlled to adjust the fill pressure to account for variations in ambient temperature as well as the heating effect in vehicle cylinders during the fueling process
- The CNG buses have an interlock system on the ignition so that the bus cannot be started when the vehicle fill cap is open, thus eliminating the potential for a breakaway accident to occur

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- Clearly visible signs including “No Smoking”, “Engine Off”, and “Flammable Gas” as well as the location of all emergency shutdown (ESD) buttons will be provided at the fueling area
- A portable fire extinguisher having a rating of not less than 20-B:C will be provided in the dispensing area
- All employees dispensing fuel will be adequately trained in the proper facility procedures and emergency procedures. The employees will be trained to activate ESD as the first line of action in the event of a gas leak or other incident.

The credible accident scenario for the dispensing area is a break/rupture from a 50-foot length of the 3/8-inch stainless steel line that connects between the compressor and the dispensing area. The line is at a pressure of 3,600 psi. The hose rupture pull-away scenario is not a realistic accident scenario, because the bus interlock system prevents the bus from starting while the fuel door is open. A leak or rupture of the fueling hoses at the fill posts would have the same impact as the rupture of the 3/8-inch stainless steel line. The accident scenario involving the rupture of the stainless steel line to the dispensing area was analyzed in further detail in the following section.

Hazard During Storage

After fueling, buses are parked for long periods of time (i.e., 12 or more hours) either outdoors or inside buildings. The major concern is the storage of CNG buses inside buildings, which is necessary in certain climates. The concern is the release of natural gas in an enclosed space, which can result in fire or an explosion in the presence of an ignition source. Outdoor parking does not present a significant safety concern, because releases of natural gas, which are lighter than air, will disperse into the atmosphere. The buses at the Transportation Center will be stored outside so hazards related to storage should be minimal. Nevertheless, it is conservatively assumed that accidents involving the CNG buses parked in the open parking lot could occur and are analyzed in more detail in the following section.



A low release event would be a natural gas release from a CNG bus that results from a loose fitting, a valve stem, a crack in a gasket, or similar leak. This type of leak can be expected to dissipate quickly and not pose a significant hazard, either immediately or over an extended period of time. Because of the odorant in the natural gas, the presence of the leak most likely will be quickly detected and corrective measures can be implemented.

A large leak event would be characterized as a natural gas release from the catastrophic failure in the connection between the bank of storage tank cylinders beneath the CNG bus or a complete discharge by a cylinder's pressure relief device (PRD). This would have a time duration of only a few minutes. All CNG fuel tanks are protected by pressure relief valves that open and vent the tank's contents outside of the vehicle in the event that tank pressures become dangerously high. This might occur if the compressor overfilled the tank or the tank was heated due to an external fire.

PRDs installed in buses at transit agencies have opened improperly in the past. The PRDs are equipped with fusible metal plugs that melt when exposed to force or some other source of high heat, allowing the contents to vent and thereby preventing excessive gas pressure due to heating. The fusible plugs of early PRD models apparently failed because of the heat of compression developed during fueling. The fusible plug failure temperature has been increased in newer PRD models, which include the CNG buses at the Transportation Center. As a result, the failure rate has decreased significantly.

PRDs in early bus models at one transit agency failed repeatedly while buses were fueled or parked, but without the gas igniting. No fires or explosions were reported. At another transit agency, a PRD failed in a

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bus that was parked inside a maintenance garage. The resulting plume of gas rose and was ignited by an open-flame heater located near the ceiling. The resultant gas fire and explosion caused some damage to the garage, but no injuries were reported.

CNG cylinders undergo very stringent testing criteria, in accordance with ANS/CSA NGV2, *Basic Requirements for Compressed Natural Gas Vehicle Fuel Containers*, and have been shown to be much safer than conventional gasoline or diesel fuel tanks in accidents. They undergo the following tests:

- Hydraulic pressure cycle testing – the failure mode must be a leak, not rupture of the cylinder
- Low temperature cycling – chill the cylinder to -40°F and then heat to 149°F
- Drop impact testing
- Bonfire testing – under extreme heat, the cylinder must vent and not rupture
- Environmental exposure testing – sitting in a solution of road salt, the cylinder is exposed to battery acid, fertilizer solution, and gasoline
- Gunfire testing
- Hydraulic crush testing

In most traffic accidents, the cylinders remain intact, and in some cases, the PRDs safely vent the natural gas to the atmosphere. However, in one instance of an arson fire in Seattle, Washington in March 2007, a Honda Civic CNG vehicle exploded and the CNG cylinder was found at a distance of 100 feet from the vehicle. It was later determined that there was an design flaw involving the installation of the CNG cylinder in this particular vehicle, which caused the cylinder to heat unevenly, preventing the PRD from venting and resulting in the explosion. The Honda Civic CNG vehicles were subsequently recalled and the flaw was fixed. With the stringent testing of CNG cylinders and advances in the design of CNG buses, it is highly unlikely that the explosion of a CNG cylinder could occur at the Transportation Center. Nevertheless, this accident scenario was evaluated in more detail in the following section.



2.5 CNG RISK ANALYSIS

There will be no storage of CNG at the proposed CNG facility. Natural gas will be piped to the on-site CNG fueling station from a Southern California Gas Company low-pressure distribution pipeline, delivered to a compressor, and then will be available for use at the CNG fueling station. The following accident scenarios were evaluated:

- Rupture of the 2-inch natural gas supply pipeline to the equipment pad
- Catastrophic rupture of the compressor unit and subsequent explosion
- Rupture of the 3/8-inch natural gas high pressure line to the dispensing station
- Overpressure and rupture of one of the CNG tanks on a bus parked at the Transportation Center

For the pipeline scenarios, it was conservatively assumed that a rupture or large volume release equal to the pipeline's diameter occurred. The release of natural gas could 1) form a flammable vapor cloud and flash fire, 2) result in a jet fire and thermal radiation, or 3) result in a vapor cloud explosion with blast overpressure. The ALOHA model was used to determine the hazard footprint length for these three scenarios. The results are provided in Appendix B and summarized herein.

For the 2-inch natural gas pipeline rupture scenario, it was assumed that there would be an infinite source of natural gas at a pressure of 50 psig. The ALOHA computer results indicate that a flammable vapor cloud would extend less than 11 yards or 33 feet. The estimated distance from the CNG fueling

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station to the nearest property boundary is approximately 100 feet. The jet fire scenario also was estimated to extend approximately 33 feet from the fueling station, and an unconfined vapor explosion was not assumed to be a credible accident scenario, since no part of the vapor cloud is above the lower explosive limit (LEL) at any time. Therefore, no off-site impacts are anticipated from this accident scenario.

For the 3/8-inch transfer piping from the compressor to the dispensing area, it was assumed that the gas would be compressed to 3,600 psi and the release would be from a 50-foot length of piping (the approximate distance from the compressor to the dispensing area). The modeling results indicate that a flammable vapor cloud would extend approximately 69 feet, a jet flame would extend about 33 feet, and there would not be an unconfined vapor cloud explosion. As with the previous accident scenario, no off-site impacts are anticipated from this accident scenario.

For the failure of the compressor and subsequent physical explosion, it was determined that missile generation (i.e., shrapnel) most likely would not result because of the nature of the compressor failure (ductile fracture), which does not generate missiles, and the planned enclosures for the compressor. Therefore, the blast overpressure that would result from the failure was estimated, using the procedures provided in the American Institute of Chemical Engineers (AIChE)'s document *Guidelines for Chemical Process Quantitative Risk Analysis* (2000).

The results indicate that there could be a blast overpressure of 1.45 psi at the property boundary (i.e., a distance of 100 feet from the compressor). This is slightly greater than the USEPA's significance threshold of 1.0 psi, which may result in minor damage to buildings adjacent to the CNG equipment area. However, it is well below the threshold of 3.5 psi, which can cause serious injury to humans. Eardrum rupture occurs at a peak overpressure of 5 psi and lung injury can result at an overpressure of 20 psi. At a distance of 280 feet (i.e., the location of the nearest potential receptor - currently vacant land), the blast overpressure is estimated to be 0.94 psi, which is slightly less than the threshold criterion.



In the event of a failure of the CNG bus cylinder, the following scenarios were evaluated:

- No ignition – blast overpressure and fragmentation
- Immediate ignition – formation of a fireball and thermal radiation
- Delayed ignition – flash fire or jet flame

The leakage of CNG from a bus cylinder would result in lesser impacts than a catastrophic rupture. If there was a release of natural gas from the cylinder's pressure relief valve (PRV) due to overfilling or overpressure or overheating due to an external fire, the PRV would activate and the vapors would be vented through the riser pipe on the top of the bus and dispersed safely into the atmosphere. Results from investigations conducted by Cornwall et al (1990) indicate that the dispersion of vapors from PRVs will not result in LFL concentrations below the exit section of the PRV riser pipe. Based on these results, no vapor cloud will form and the hazard distance is zero for this scenario.

Assuming that there is no ignition and the CNG cylinder explodes, the blast overpressure was estimated to be 1 psi at the property boundary (120 feet from the bus fueling area). This could result in glass window breakage, but there are no buildings located within this distance. The nearest off-site receptor (the residences across Aliso Creek Road to the east) is located at a distance of approximately 440 feet. At this distance, the estimated blast overpressure is 0.24 psi. Because the CNG cylinders are mounted beneath the undercarriage of the buses, it is not likely that blast fragments would result from a cylinder

2. Hazard Assessment

rupture. And the modeling results presented in Appendix B indicate that blast fragments would not occur for this scenario. Nevertheless, the possibility of fragment generation was evaluated further.

The maximum distance that fragments were dispersed from the CNG Honda Civic arson fire and subsequent explosion in Seattle, Washington in 2007 was 100 feet. Another incident involved a CNG bus fire in France in 2007 with roof-mounted CNG cylinders, where the main fragment from the CNG cylinder ended up on a house roof approximately 30 m (98 feet) from the bus. It is unlikely that missile generation from the rupture of a CNG cylinder would occur at the Transportation Center, because the CNG bus cylinders are mounted beneath the undercarriage of the buses instead of in the trunk of the Honda Civic vehicle or on the roof of the CNG bus in France. And the design flaw in the Honda Civic CNG vehicles that resulted in the explosion in Seattle was subsequently corrected. The CNG cylinders used in buses and private vehicles are typically of similar size. The buses at the Transportation Center have 3 CNG cylinders mounted in series. Assuming that a CNG bus cylinder explosion occurred at the facility and resulted in missile generation, the maximum distance of the fragments is likely to be 100 feet, which is less than the distance to the property boundary (120 feet). Therefore, all impacts from this accident scenario would be contained within the site boundaries.

Assuming that the CNG cylinder ruptured and there was immediate ignition, a fireball and exposure to thermal radiation could result. The modeling results, using the AIChE spreadsheet provided in Appendix B, indicate that the thermal impacts would extend a distance of 45 feet from the source. The thermal heat flux at the nearest property boundary would be approximately 1 kW/m². This is much less than the value of 5.0 kW/m², which is a safe separation distance criterion for the general public.

With delayed ignition, there is the potential for formation of a flammable vapor cloud and resultant flash fire. The computer program SLAB was used to evaluate this scenario. It was assumed that the entire contents of the cylinder were released instantaneously and formed a vapor cloud around the bus. The results that are provided in Appendix B indicate that the flammable vapor cloud would extend a distance of about 25 feet from the vehicle.



If the CNG cylinder had a major leak and the PRV was not activated, a jet flame could result if there was delayed ignition. The ALOHA model results indicate that the thermal radiation impacts from the jet flame would extend approximately 33 feet. Therefore, there would be no adverse impact to off-site receptors.

2.6 SUMMARY AND RECOMMENDATIONS

In summary, off-site receptors would not be impacted from postulated releases associated with the CNG fueling station. A summary of the hazard footprint distances for various accident scenarios is provided in Table 2.

2. Hazard Assessment

TABLE 2. DISTANCE TO HAZARD FOOTPRINTS

Accident Scenario	Flammable Vapor Cloud (ft)	Jet Flame (ft)	Vapor Cloud Explosion (ft)	Fireball (ft)	Blast Overpressure (ft)
Rupture of 2-inch natural gas distribution pipeline	<33	33	NA ²	--	--
Physical Explosion of Compressor	--	--	--	--	100 feet - 1.45 psi 280 feet - 0.94 psi
Rupture of 3/8-inch high pressure line from compressor to fuel dispensers	69	33	NA	--	--
Physical explosion of CNG cylinder	--	--	--	--	120 feet - 1.0 psi 440 feet - 0.24 psi
Blast fragments from explosion of CNG cylinder	--	--	--	--	100
Rupture of CNG cylinder and immediate ignition	--	--	--	45	--
Rupture of CNG cylinder and delayed ignition	25				
Leak of CNG cylinder and delayed ignition	—	33	--	--	--
Pressure relief valve release ¹	--	--	--	--	--

¹No impact as per Cornwall et al (1990) – natural gas disperses safely into the atmosphere

²ALOHA modeling results indicate that an unconfined vapor cloud explosion will not occur in outdoor conditions



The longest hazard footprints are for the compressor explosion scenario, which could result in minor damage at the adjacent property boundary to the south. However, the property currently is vacant land and it is unlikely that buildings will be constructed right at the property boundary.

Nevertheless, stringent safety precautions will be taken during the construction and operation of the CNG fueling facility. Handling characteristics of CNG are very different from those of more familiar fuels, such as gasoline and diesel, due to its gaseous nature and because it is compressed and stored in CNG cylinders at high pressures. The following recommendations are made to ensure the safety of adjacent properties with the proposed operation of the CNG fueling facility:

- The District shall immediately inform personnel at adjacent properties of any release of CNG that could have an impact on their facilities
- No servicing or maintenance activities shall be conducted on-site for the CNG systems of the school buses. All CNG servicing and maintenance activities shall be conducted at an off-site location. Minor repairs for the buses that do not involve CNG equipment or systems may be periodically conducted at the maintenance facility, but the following precautions and safety procedures will be employed. The first two procedures are conducted outside of the maintenance building in the open parking area:
 - The CNG fuel shut-off valve on the bus is closed to prevent fuel from reaching the engine

2. Hazard Assessment

- The bus engine is started and allowed to run until the engine shuts off to purge all fuel between the CNG cylinders and the engine
- All of the shop entrance doors are opened for complete ventilation
- All heaters are shut down
- The CNG bus is pushed into the shop for minor repairs
- After repairs have been completed, the bus is pushed out of the shop, the fuel shut-off valve is turned back on, and the bus is started.
- Training programs shall be developed and implemented for all personnel who will be directly or indirectly involved in the operation, fueling, or storage of CNG buses, including fuelers, bus operators, mechanics, supervisors, management, and other building occupants. Only persons who have completed the training program may operate or otherwise work on the CNG fueling equipment. Before the start of regular operation of the fueling facility, training shall be completed for sufficient numbers of each category of personnel and for periodic refresher courses.
- Prior to initiation of operations, local fire department, police, and emergency medical service personnel shall be requested to attend training onsite to learn the location of all safety controls and operation of the installed systems, as well as the hazards associated with CNG
- During project operations, regular inspections and periodic testing of the equipment shall be conducted in accordance with NFPA standards
- The District shall prepare an emergency response action plan and provide a copy of such plan to the City Planning Director. The emergency response action plan shall include the following elements:
 - Identification of emergencies (detection and implementation actions)
 - The employees will be trained to activate emergency safety devices (ESDs) as the first line of action
 - In the event of a CNG leak, upset from normal conditions, or other incident, the District shall report the incident to the City and adjacent properties, including the Temple
 - Notification procedures and a notification list that includes both internal (District) and external (fire service, ambulance, police, Southern California Gas Company, Temple, etc.) contacts
 - Evacuation procedures and required training to implement these procedures related to CNG hazards
 - Location and type of safety systems (both at the CNG facility and on the buses)
- On the anniversary date of the issuance of the CUP, the District shall provide an annual report to the City verifying that all safety equipment is in proper working order and that staff training is current



2. Hazard Assessment

- The CNG fueling station shall fuel only District vehicles, not to exceed 20 CNG buses.



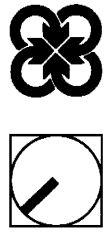
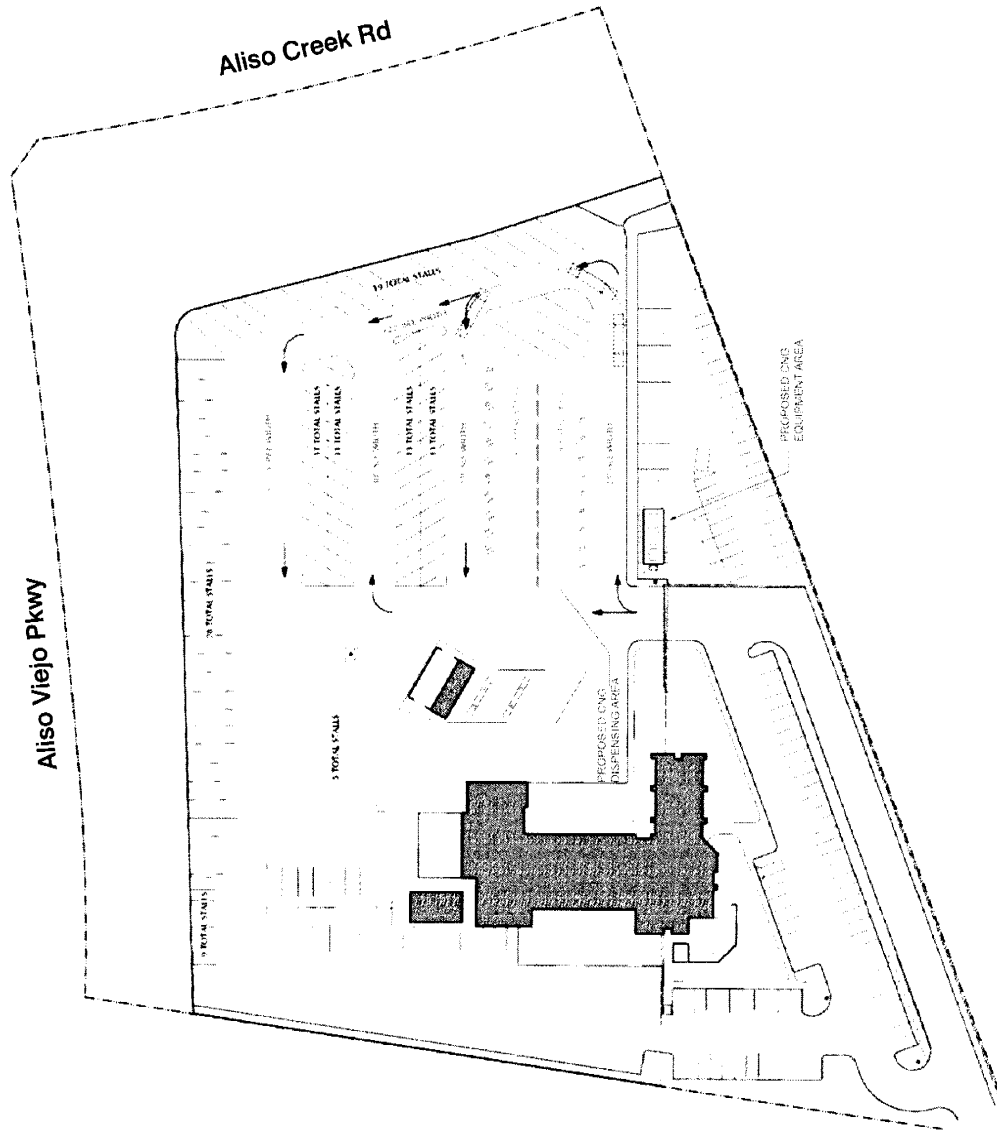
3. References

1. Adams, R. and D. B. Horne, 2010. *Compressed Natural Gas (CNG) Transit Bus Experience Survey – April 2009- April 2010*. Prepared for the National Renewable Energy Laboratory (NREL), US Department of Energy, Office of Energy Efficiency & Renewable Energy. Report No. NREL/SR-7A2-48814. Dated September 2010.
2. American Institute of Chemical Engineers (AIChE). 2000. *Guidelines for Chemical Process Quantitative Risk Analysis, Second Edition*. New York, New York. 750 pp.
3. Areal Location Hazardous Atmospheres (ALOHA) User's Manual. 2007. Developed by US EPA Office of Emergency Management, Washington DC and National Oceanic and Atmospheric Administration (NOAA), Office of Response and Restoration, Emergency Response Division, Seattle, Washington.
4. Cornwall, J.B., D. W. Johnson, and W.E. Martinsen. 1990. *Relief Valves and Vents: How Exit Conditions Affect Hazard Zones*. Presented at the American Institute of Chemical Engineers, 1990 Summer National Meeting, San Diego, California. Available at <http://www.questconsult/relief.htm>.
5. Franks, Donald L., Physics Department, Atmospheric and Geophysical Sciences Division, University of California, Lawrence Livermore National Laboratory. 1990. *User's Manual for SLAB: An Atmospheric Dispersion Model for Denser-than-Air Releases*. Dated June 1990.
6. Transit Cooperative Research Program (TCRP). 1998. *Guidebook for Evaluating, Selecting, and Implementing Fuel Choices for Transit Bus Operations*. TCRP Report No. 38. Transportation Research Board.
7. United States Department of Transportation and Federal Transit Administration. 1996. *Design Guidelines for Bus Transit Systems Using Compressed Natural Gas as an Alternative Fuel*. Report No. DOT-VNTSC-FTA-96-3. Dated June 1996.
8. United States Department of Transportation and Federal Transit Administration. 1995. *Summary of Assessment of the Safety, Health, Environmental, and System Risks of Alternative Fuels..* Report No. DOT-VNTSC-FTA-95-5. Dated August 1995



1. Introduction

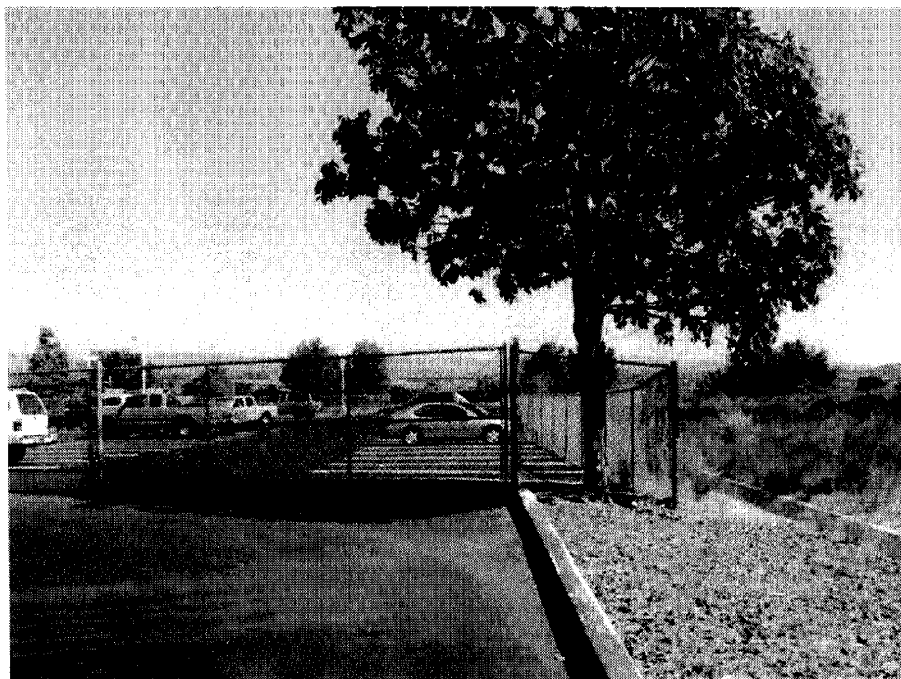
Site Location and CNG Fueling Facility Location



Source: pjhmarchitects

CNG Risk Assessment for Aliso Viejo Transportation Center

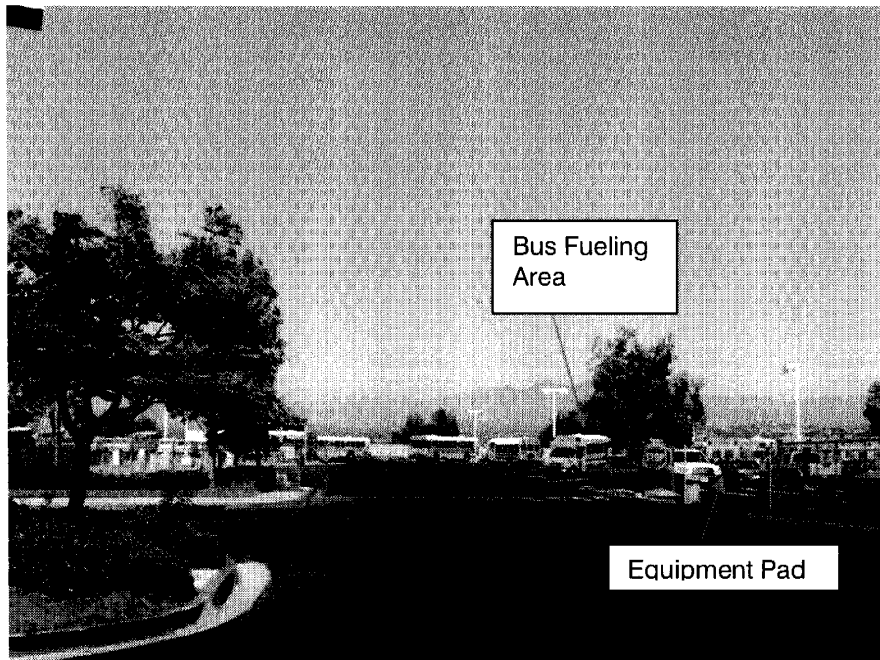
The Planning Center | DC&E • Figure 1



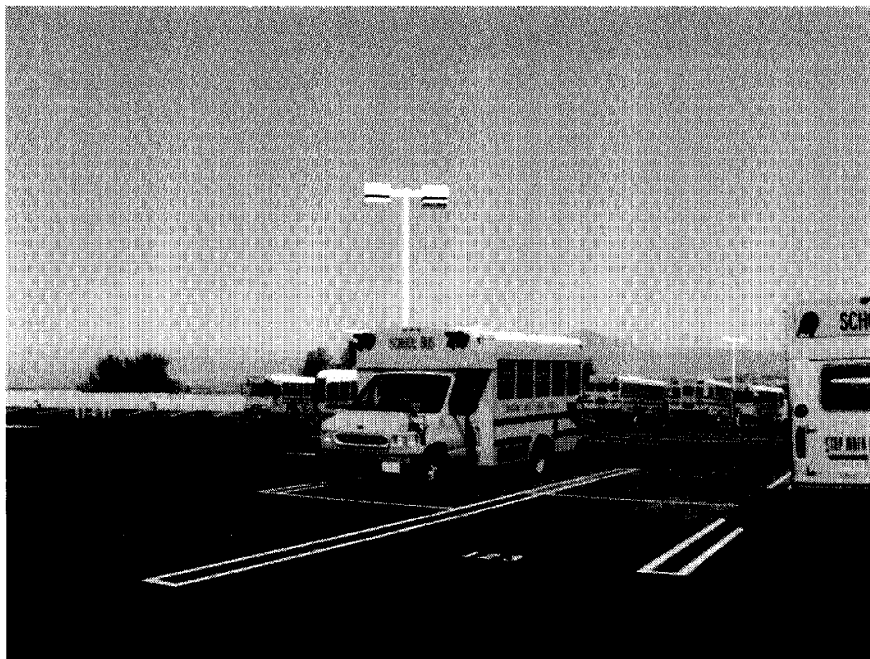
View looking to the east of the area where the CNG equipment would be located.



Approximate location of the CNG equipment pad is shown by the red arrow.



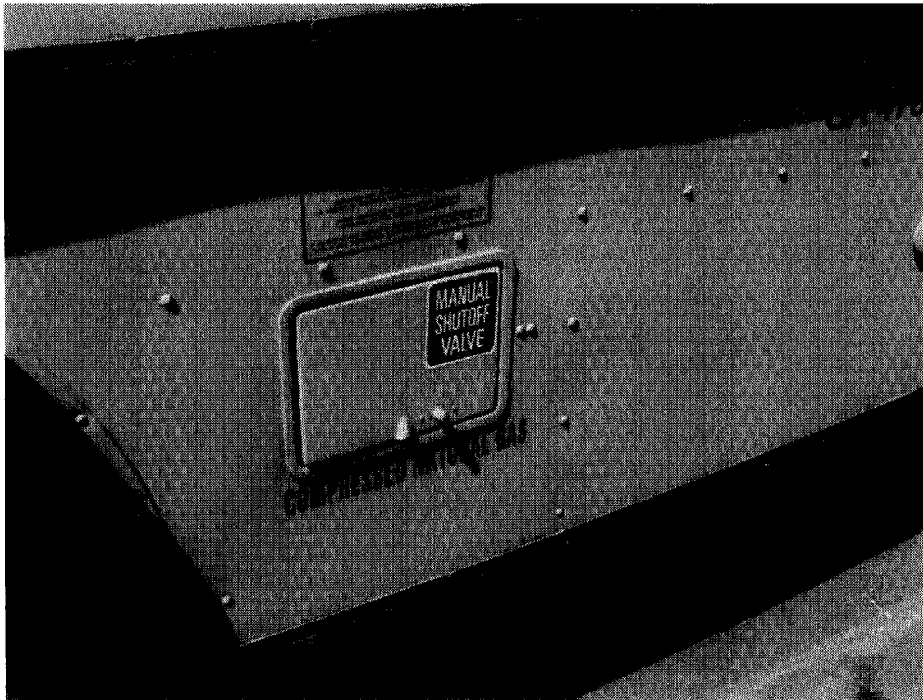
View looking to the north of the proposed bus fueling area and CNG equipment pad



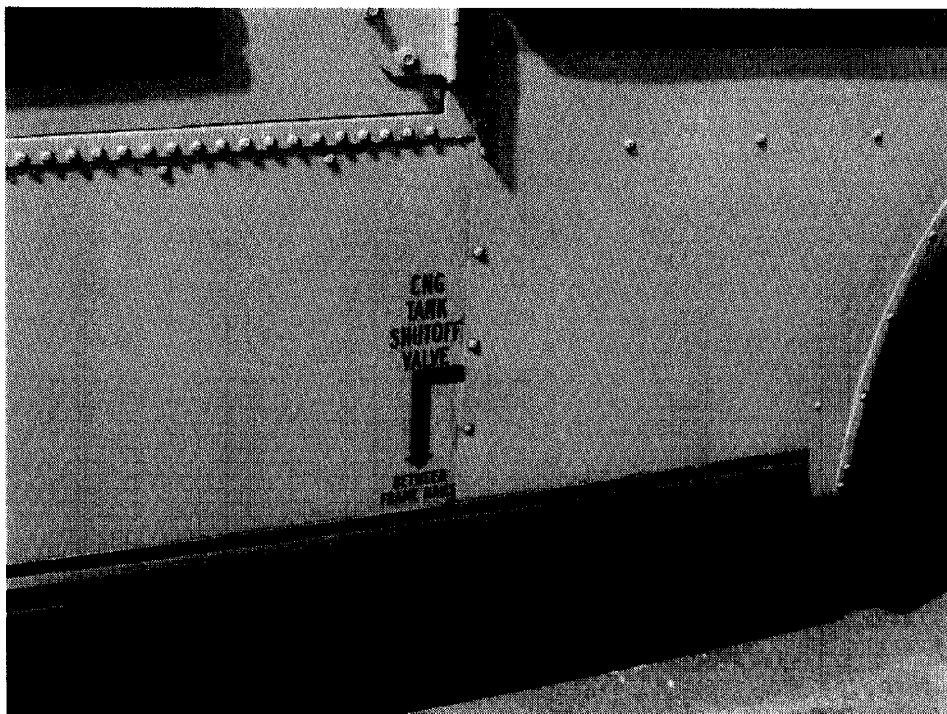
Close-up view looking to the north of proposed CNG fueling area for school buses



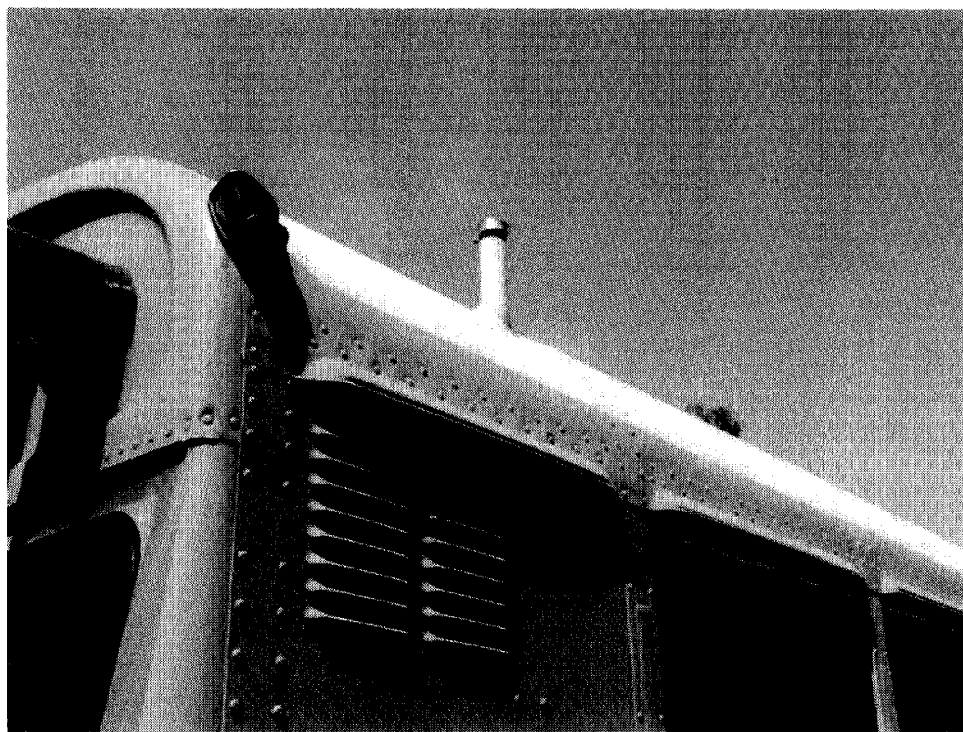
View of one of the current CNG school buses at the Transportation Center



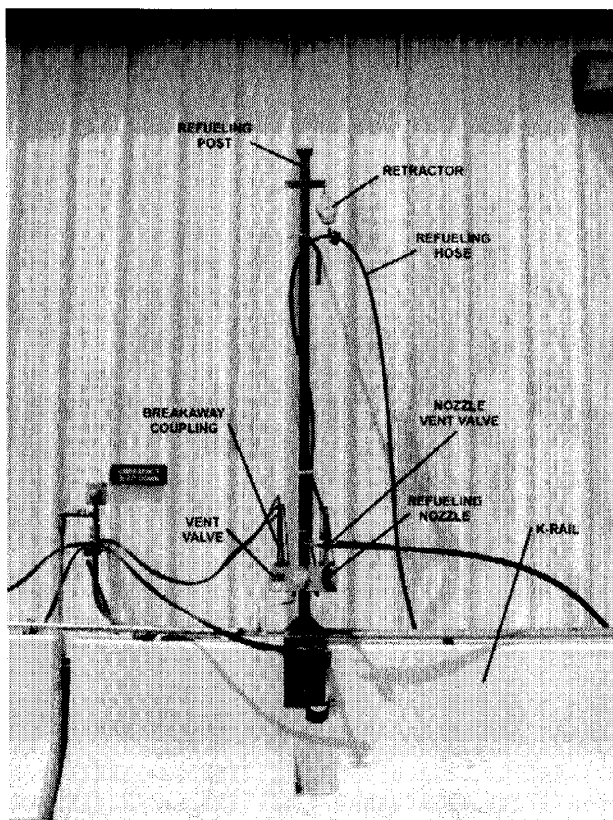
Manual shut-off safety valve for CNG school bus



CNG cylinder shutoff valve location beneath the CNG school bus



CNG Cylinder Pressure Relief Valve (PRV) vent stack at the top of the CNG school bus



Time-fill CNG refueling post assembly similar to what will be installed at the CNG facility



Photo of time-fill CNG refueling facility for school buses at the San Dieguito Transportation Coop - Encinitas, CA

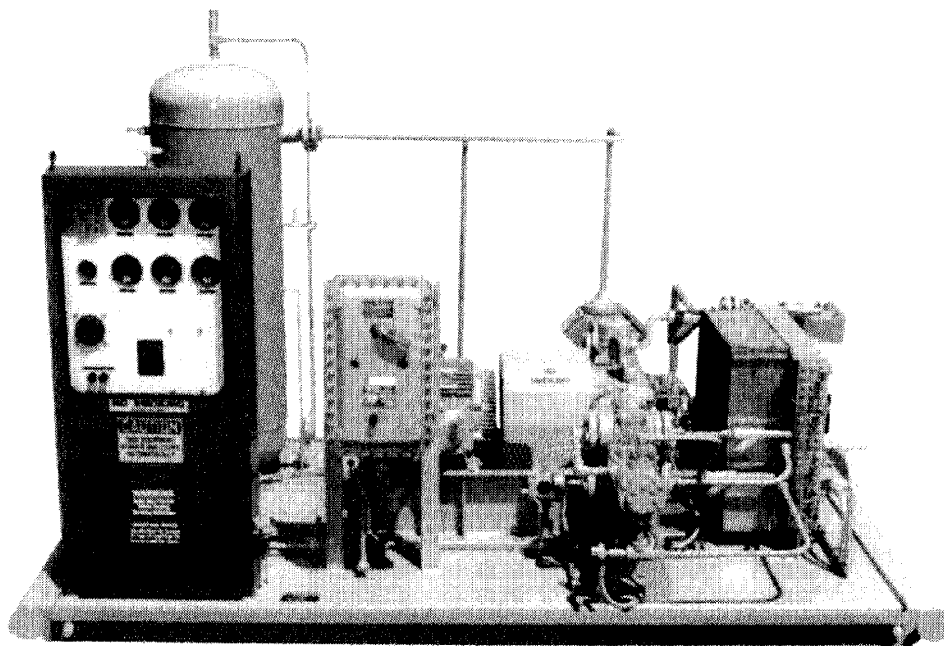
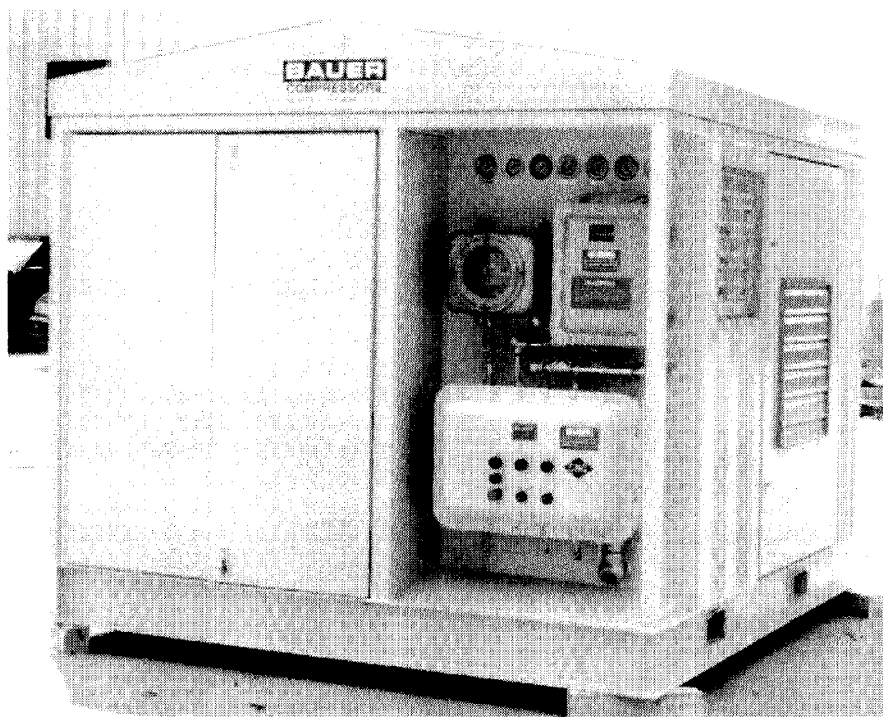


Photo of CNG compressor and control panels similar to what would be installed at the Transportation Center



View of CNG compressor with sound enclosure

2-Inch Natural Gas Pipeline
Rupture - Flammable Vapor Cloud

Text Summary

ALOHA® 5.4.1



SITE DATA:

Location: ALISO VIEJO, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: August 17, 2011 1328 hours PDT (using computer's clock)

CHEMICAL DATA:

Chemical Name: METHANE Molecular Weight: 16.04 g/mol
TEEL-1: 3000 ppm TEEL-2: 5000 ppm TEEL-3: 25000 ppm
LEL: 44000 ppm UEL: 165000 ppm
Ambient Boiling Point: -259.1° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)

Wind: 3 meters/second from N at 3 meters
Ground Roughness: urban or forest Cloud Cover: 5 tenths
Air Temperature: 77° F Stability Class: D
No Inversion Height Relative Humidity: 50%

SOURCE STRENGTH:

Flammable gas escaping from pipe (not burning)
Pipe Diameter: 2 inches Pipe Length: 26400 feet
Unbroken end of the pipe is connected to an infinite source
Pipe Roughness: smooth Hole Area: 3.14 sq in
Pipe Press: 65 psia Pipe Temperature: 77° F
Release Duration: ALOHA limited the duration to 1 hour
Max Average Sustained Release Rate: 8.43 pounds/min
(averaged over a minute or more)
Total Amount Released: 298 pounds

THREAT ZONE:

Threat Modeled: Flammable Area of Vapor Cloud
Model Run: Gaussian
Red : less than 10 meters(10.9 yards) --- (44000 ppm = LEL)
Note: Threat zone was not drawn because effects of near-field patchiness
make dispersion predictions less reliable for short distances.
Orange: less than 10 meters(10.9 yards) --- (26,400 ppm = 60% LEL = Flame Pockets)
Note: Threat zone was not drawn because effects of near-field patchiness
make dispersion predictions less reliable for short distances.
Yellow: 22 yards --- (4,400 ppm = 10% LEL)
Note: Threat zone was not drawn because effects of near-field patchiness
make dispersion predictions less reliable for short distances.

2-Inch Natural Gas Pipeline
Rupture - Jet Flame

ALOHA® 5.4.1



Text Summary

SITE DATA:

Location: ALISO VIEJO, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: August 20, 2011 1447 hours PDT (using computer's clock)

CHEMICAL DATA:

Chemical Name: METHANE Molecular Weight: 16.04 g/mol
TEEL-1: 3000 ppm TEEL-2: 5000 ppm TEEL-3: 25000 ppm
LEL: 44000 ppm UEL: 165000 ppm
Ambient Boiling Point: -259.1° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)

Wind: 3 meters/second from N at 3 meters
Ground Roughness: urban or forest Cloud Cover: 5 tenths
Air Temperature: 77° F Stability Class: D
No Inversion Height Relative Humidity: 50%

SOURCE STRENGTH:

Flammable gas is burning as it escapes from pipe
Pipe Diameter: 2 inches Pipe Length: 26400 feet
Unbroken end of the pipe is connected to an infinite source
Pipe Roughness: smooth Hole Area: 3.14 sq in
Pipe Press: 65 psia Pipe Temperature: 77° F
Max Flame Length: 4 yards
Burn Duration: ALOHA limited the duration to 1 hour
Max Burn Rate: 159 pounds/min
Total Amount Burned: 298 pounds

THREAT ZONE:

Threat Modeled: Thermal radiation from jet fire
Red : 11 yards --- (5.0 kW/(sq m))

2-Inch Natural Gas Pipeline
Rupture - Vapor Cloud Explosion

Text Summary

ALOHA® 5.4.1



SITE DATA:

Location: ALISO VIEJO, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: August 17, 2011 1328 hours PDT (using computer's clock)

CHEMICAL DATA:

Chemical Name: METHANE Molecular Weight: 16.04 g/mol
TEEL-1: 3000 ppm TEEL-2: 5000 ppm TEEL-3: 25000 ppm
LEL: 44000 ppm UEL: 165000 ppm
Ambient Boiling Point: -259.1° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)

Wind: 3 meters/second from N at 3 meters
Ground Roughness: urban or forest Cloud Cover: 5 tenths
Air Temperature: 77° F Stability Class: D
No Inversion Height Relative Humidity: 50%

SOURCE STRENGTH:

Flammable gas escaping from pipe (not burning)
Pipe Diameter: 2 inches Pipe Length: 26400 feet
Unbroken end of the pipe is connected to an infinite source
Pipe Roughness: smooth Hole Area: 3.14 sq in
Pipe Press: 65 psia Pipe Temperature: 77° F
Release Duration: ALOHA limited the duration to 1 hour
Max Average Sustained Release Rate: 8.43 pounds/min
(averaged over a minute or more)
Total Amount Released: 298 pounds

THREAT ZONE:

Threat Modeled: Overpressure (blast force) from vapor cloud explosion
Type of Ignition: ignited by spark or flame
Level of Congestion: uncongested
Model Run: Gaussian
No explosion: no part of the cloud is above the LEL at any time

**3/8-Inch Transfer Piping
Rupture - Flammable Vapor Cloud**

Text Summary

ALOHA® 5.4.1



SITE DATA:

Location: ALISO VIEJO, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: August 17, 2011 1328 hours PDT (using computer's clock)

CHEMICAL DATA:

Chemical Name: METHANE Molecular Weight: 16.04 g/mol
TEEL-1: 3000 ppm TEEL-2: 5000 ppm TEEL-3: 25000 ppm
LEL: 44000 ppm UEL: 165000 ppm
Ambient Boiling Point: -259.1° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)

Wind: 3 meters/second from N at 3 meters
Ground Roughness: urban or forest Cloud Cover: 5 tenths
Air Temperature: 77° F Stability Class: D
No Inversion Height Relative Humidity: 50%

SOURCE STRENGTH:

Flammable gas escaping from pipe (not burning)
Pipe Diameter: 0.4 inches Pipe Length: 50 feet
Unbroken end of the pipe is connected to an infinite source
Pipe Roughness: smooth Hole Area: 0.13 sq in
Pipe Press: 3615 psia Pipe Temperature: 77° F
Release Duration: ALOHA limited the duration to 1 hour
Max Average Sustained Release Rate: 86 pounds/min
(averaged over a minute or more)
Total Amount Released: 5,156 pounds

THREAT ZONE:

Threat Modeled: Flammable Area of Vapor Cloud
Model Run: Heavy Gas
Red : **23 yards** --- (44000 ppm = LEL)
Note: Threat zone was not drawn because effects of near-field patchiness
make dispersion predictions less reliable for short distances.
Orange: 31 yards --- (26,400 ppm = 60% LEL = Flame Pockets)
Note: Threat zone was not drawn because effects of near-field patchiness
make dispersion predictions less reliable for short distances.
Yellow: 93 yards --- (4,400 ppm = 10% LEL)

**3/8-Inch Transfer Piping
Rupture - Jet Flame**

Text Summary

ALOHA® 5.4.1



SITE DATA:

Location: ALISO VIEJO, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: August 20, 2011 1447 hours PDT (using computer's clock)

CHEMICAL DATA:

Chemical Name: METHANE Molecular Weight: 16.04 g/mol
TEEL-1: 3000 ppm TEEL-2: 5000 ppm TEEL-3: 25000 ppm
LEL: 44000 ppm UEL: 165000 ppm
Ambient Boiling Point: -259.1° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)

Wind: 3 meters/second from N at 3 meters
Ground Roughness: urban or forest Cloud Cover: 5 tenths
Air Temperature: 77° F Stability Class: D
No Inversion Height Relative Humidity: 50%

SOURCE STRENGTH:

Flammable gas is burning as it escapes from pipe
Pipe Diameter: 0.4 inches Pipe Length: 50 feet
Unbroken end of the pipe is closed off
Pipe Roughness: smooth Hole Area: 0.13 sq in
Pipe Press: 3600 psia Pipe Temperature: 77° F
Flame Length: 1 yard Burn Duration: 20 seconds
Burn Rate: 7.39 pounds/sec
Total Amount Burned: 0.44 pounds

THREAT ZONE:

Threat Modeled: Thermal radiation from jet fire
Red : less than 10 meters(10.9 yards) --- (5.0 kW/(sq m))

3/8-Inch Transfer Piping
Rupture - Vapor Cloud Explosion

ALOHA® 5.4.1



Text Summary

SITE DATA:

Location: ALISO VIEJO, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: August 17, 2011 1328 hours PDT (using computer's clock)

CHEMICAL DATA:

Chemical Name: METHANE Molecular Weight: 16.04 g/mol
TEEL-1: 3000 ppm TEEL-2: 5000 ppm TEEL-3: 25000 ppm
LEL: 44000 ppm UEL: 165000 ppm
Ambient Boiling Point: -259.1° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)

Wind: 3 meters/second from N at 3 meters
Ground Roughness: urban or forest Cloud Cover: 5 tenths
Air Temperature: 77° F Stability Class: D
No Inversion Height Relative Humidity: 50%

SOURCE STRENGTH:

Flammable gas escaping from pipe (not burning)
Pipe Diameter: 0.4 inches Pipe Length: 50 feet
Unbroken end of the pipe is connected to an infinite source
Pipe Roughness: smooth Hole Area: 0.13 sq in
Pipe Press: 3615 psia Pipe Temperature: 77° F
Release Duration: ALOHA limited the duration to 1 hour
Max Average Sustained Release Rate: 86 pounds/min
(averaged over a minute or more)
Total Amount Released: 5,156 pounds

THREAT ZONE:

Threat Modeled: Overpressure (blast force) from vapor cloud explosion
Type of Ignition: ignited by spark or flame
Level of Congestion: uncongested
Model Run: Heavy Gas
Red : LOC was never exceeded --- (8.0 psi = destruction of buildings)
Orange: LOC was never exceeded --- (3.5 psi = serious injury likely)
Yellow: LOC was never exceeded --- (1.0 psi = shatters glass)

Blast Overpressure from a Ruptured Vessel

Input Data:

Vessel burst pressure:	248.22 bar abs	3600 psi
Distance from vessel center:	30.48 m	100 ft
Vessel volume:	0.5 m ³	17.7 ft ³
Final pressure:	1.01325 bar abs	
Heat capacity ratio:	1.32	
Molecular weight of gas:	16.74	
Gas temperature:	298 K	
Speed of sound in ambient gas:	450 m/s	1458.5 ft/sec @ 120F

Calculated Results:

Energy of explosion using Brode's equation for constant volume expansion:

Energy of explosion:	38.63 MJ
TNT equivalent:	8.24 kg TNT

Effective energy of explosion (x 2): 77.25 MJ

Scaled distance: 3.34

Interpolated scaled overpressure: 0.061851

Interpolated scaled impulse: 0.015212

Vessel shape:	<u>Spherical</u>	<u>Cylindrical</u>
Overpressure multiplier for vessel shape:	1.1	1.6
Corrected scaled overpressure:	0.0680	0.0990
Actual overpressure:	0.0689 bar	0.1003 bar
	1.00 psi	1.45 psi
Impulse multiplier for vessel shape:	1	1
Corrected scaled impulse:	0.0152	0.0152
Actual impulse:	24.84 kPa - ms	24.84 kPa - ms

Blast Overpressure from a Ruptured Vessel

Input Data:

Vessel burst pressure:	248.22 bar abs	3600 psi
Distance from vessel center:	85.344 m	280 ft
Vessel volume:	0.5 m ³	17.7 ft ³
Final pressure:	1.01325 bar abs	
Heat capacity ratio:	1.32	
Molecular weight of gas:	16.74	
Gas temperature:	298 K	
Speed of sound in ambient gas:	450 m/s	1458.5 ft/sec @ 120F

Calculated Results:

Energy of explosion using Brode's equation for constant volume expansion:

Energy of explosion:	38.63 MJ
TNT equivalent:	8.24 kg TNT
Effective energy of explosion (x 2):	77.25 MJ
Scaled distance:	9.34
Interpolated scaled overpressure:	0.018197
Interpolated scaled impulse:	0.00542

Vessel shape:	<u>Spherical</u>	<u>Cylindrical</u>
Overpressure multiplier for vessel shape:	1.1	3.5
Corrected scaled overpressure:	0.0200	0.0637
Actual overpressure:	0.0203 bar	0.0645 bar
	0.29 psi	0.94 psi
Impulse multiplier for vessel shape:	1	1
Corrected scaled impulse:	0.0054	0.0054
Actual impulse:	8.85 kPa - ms	8.85 kPa - ms

Baker's Method for Overpressure from a CNG Cylinder

Input Data:

Vessel burst pressure:	248.22 bar abs	3600 psi
Distance from vessel center:	36.576 m	120 ft
Vessel volume:	0.05 m**3	50 liters
Final pressure:	1.01325 bar abs	
Heat capacity ratio:	1.32	
Molecular weight of gas:	16.74	
Gas temperature:	298 K	
Speed of sound in ambient gas:	413 m/s	1356.2 ft/sec @ 60F

Calculated Results:

Energy of explosion using Brode's equation for constant volume expansion:

Energy of explosion:	3.86 MJ
TNT equivalent:	0.82 kg TNT
Effective energy of explosion (x 2):	7.73 MJ
Scaled distance:	8.63
Interpolated scaled overpressure:	0.020059
Interpolated scaled impulse:	0.005855

Vessel shape:	<u>Spherical</u>	<u>Cylindrical</u>
Overpressure multiplier for vessel shape:	1.1	3.5
Corrected scaled overpressure:	0.0221	0.0702
Actual overpressure:	0.0224 bar	0.0711 bar
	0.32 psi	1.03 psi
Impulse multiplier for vessel shape:	1	1
Corrected scaled impulse:	0.0059	0.0059
Actual impulse:	4.83 kPa - ms	4.83 kPa - ms

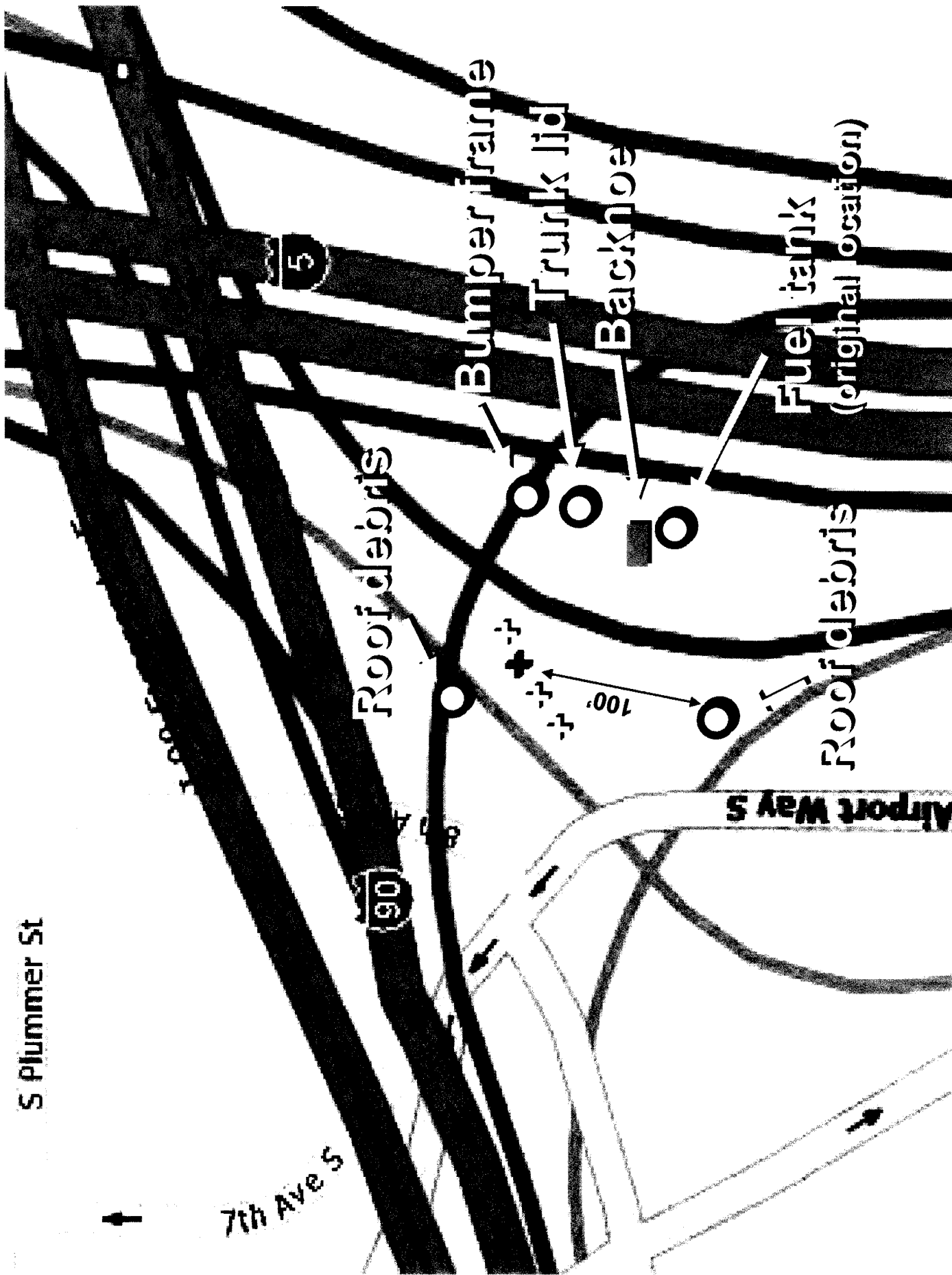
Blast Fragments from a CNG Cylinder Rupture

Input Data:

Diameter of sphere:	0.381 m	1.25 feet
Vessel failure pressure:	24821 kPa abs	3600 psi
Vessel liquid fill fraction:	0	
Vessel wall thickness:	0.762 cm	0.3 inches
Vessel wall density:	7805.732 kg/m**3	0.282 lb/in3
Temperature:	298 K	
Ambient pressure:	101.325 kPa abs	
Drag coefficient of fragment:	0.47	
Lift to drag ratio:	0	

Calculated Results:

Diameter of sphere:		1.25 ft
Vessel failure pressure:		3600.97 psia
Vessel wall thickness:		0.30 in
Vessel wall density:		487.31 lb/ft**3
Temperature:		536.40 R
Total volume of sphere:	0.03 m**3 =	1.02 ft**3
Liquid volume:	0.00 m**3 =	0.00 ft**3
Vapor volume:	0.03 m**3 =	1.02 ft**3
Energy of explosion:	0.93 kg TNT =	2.04 lb TNT
Number of fragments:	-4	



Fireball Thermal Flux

Input Data:

Initial flammable mass:	7.2 kg	
Water partial pressure in air:	2810 Pascals	
Radiation Fraction, R	0.24	
Distance from fireball center on ground:	13.716 m	45 ft
Heat of Combustion of fuel:	50020 kJ/kg	

Calculated Results:

Maximum fireball diameter:	11.2 m
Fireball combustion duration:	3.6 s
Center height of fireball:	8.4 m
Initial ground level hemisphere diameter:	14.6 m
Surface emitted flux:	60.7 kW/m**2
Path length:	10.5
Transmissivity:	0.800

	Horizontal	Vertical
View Factor:	0.06	0.10
Received flux:	3.08	5.02 kW/m**2

Fireball Thermal Flux

Input Data:

Initial flammable mass:	7.2 kg	
Water partial pressure in air:	2810 Pascals	
Radiation Fraction, R	0.24	
Distance from fireball center on ground:	36.576 m	120 ft
Heat of Combustion of fuel:	50020 kJ/kg	

Calculated Results:

Maximum fireball diameter:	11.2 m
Fireball combustion duration:	3.6 s
Center height of fireball:	8.4 m
Initial ground level hemisphere diameter:	14.6 m
Surface emitted flux:	60.7 kW/m**2
Path length:	31.9
Transmissivity:	0.724

	Horizontal	Vertical
View Factor:	0.00	0.02
Received flux:	0.22	0.95 kW/m**2

Flammable Vapor Cloud - Flash Fire
Source Temperature and Area (SLAB Input)

Source Temperature	Data	Units	Data	Units
Ratio of Specific Heat	1.2	methane		
Pa - ambient pressure	14.7	psi	1.00	atm
Pst - storage pressure	3600	psi(g)	244.97	atm
Tst - storage temperature	68	⁰ F	293.16	⁰ K
TS = 244.5 ⁰ K				

Source Area - Rupture	Data	Units	Data	Units
Diameter of rupture/opening	15	inches	0.38	m
Area of rupture/opening	176.71	inches ²	0.11	m ²
AS = 23.286 m ²				

Source Area- Leak	Data	Units	Data	Units
Diameter of rupture/opening	1	inch	0.025	m
Area of rupture/opening	0.79	inches ²	0.001	m ²
AS = 0.103 m ²				

problem input

```

ldspl = 2
ncalc = 1
wms = .016740
cps = 2220.00
thp = 115.04
cmcd0 = 508423
dhe = 3309.00
cps1 = 428.50
rhos1 = 637.90
spb = -7.64
spc = 244.50
ts = 11.76
qs = 23.29
tsd = 1.00
qtis = .00
hs = .00
lav = 5.00
xflm = 2000.00
zp(1) = .00
zp(2) = .00
zp(3) = .00
zp(4) = 1.000000
zo = 3.00
za = 2.24
ua = 293.00
ta = 50.00
rh = 4.00
stab = 4.00

```

release gas properties

```

molecular weight of source gas (kg) = 1.6740E-02
vapor heat capacity, const. p. (j/kg-k) = 2.2200E-03
temperature of source gas (k) = 2.4450E-02
density of source gas (kg/m3) = 8.3439E-01
boiling point temperature = 1.1504E-02
liquid mass fraction = 0.0000E+00
liquid heat capacity (j/kg-k) = 3.3090E-01
heat of vaporization (j/kg-k) = 5.0842E-05
liquid source density (kg/m3) = 5.9385E-02
saturation pressure constant = 6.3790E-02
saturation pressure constant (k) = -7.6400E+00

```

spill characteristics

```

spill type = 2
mass source rate (kg/s) = 1.1760E+01
continuous source duration (s) = 1.0000E+00
continuous source mass (kg) = 1.1760E+01
instantaneous source mass (kg) = 0.0000E+00
source area (m2) = 2.3286E-01
vertical vapor velocity (m/s) = 0.0000E+00
source half width (m) = 2.4128E-00
source height (m) = 0.0000E+00
horizontal vapor velocity (m/s) = 6.0526E-01

```

field parameters

```

concentration averaging time (s) = 5.0000E+00
mixing layer height (m) = 1.0400E-03
maximum downwind distance (m) = 2.0000E-03
concentration measurement height (m) = 0.0000E+00
zp(1) = 0.0000E+00
zp(2) = 0.0000E+00
zp(3) = 0.0000E+00
zp(4) = 0.0000E+00

```

PREDICT

20-Aug-2011 14:11

Page 2 (7)

ambient meteorological properties

```

molecular weight of ambient air (kg) = 2.8830E-02
heat capacity of ambient air at const. p. (j/kg-k) = 1.0121E-03
density of ambient air (kg/m3) = 1.1991E-00
ambient measurement height (m) = 3.0000E+00
ambient atmospheric pressure (pa=n/m2=/m3) = 1.0133E+05
ambient wind speed (m/s) = 2.2400E+00
ambient temperature (k) = 2.9300E-02
relative humidity (percent) = 5.0000E-01
ambient friction velocity (m/s) = 8.3743E-01
atmospheric stability class value = 4.0000E+00
inverse montin-obukhov length (1/m) = 0.0000E+00
surface roughness height (m) = 1.0000E+00

```

additional parameters

```

sub-step multiplier = 1
number of calculational sub-steps = 3
acceleration of gravity (m/s2) = 9.8067E+00
gas constant (j/mol-k) = 8.3143E+00
von karman constant = 4.1000E-01

```

instantaneous spatially averaged cloud parameters

```

x = 1.00E+00
zc = 0.00E+00
h = 3.41E+00
hb = 3.41E+00
b = 3.07E+00
bbx = 0.00E+00
bx = 0.00E+00
cv = 8.34E-01
rho = 8.34E-01
1.02E+00
1.04E+00
1.06E+00
1.09E+00
1.13E+00
1.17E+00
1.22E+00
1.27E+00
1.34E+00
1.42E+00
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6.01E+00
7.17E+00
8.61E+00
1.04E+01
1.27E+01
1.55E+01
1.90E+01
2.34E+01
2.89E+01
3.57E+01
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6.79E+01
8.43E+01
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1.30E+02
1.61E+02
1.99E+02
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3.05E+02
3.77E+02
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5.79E+02
7.28E+02
8.99E+02
1.10E+03
1.35E+03
1.65E+03
2.01E+03
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2.95E+03
3.54E+03
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6.50E+03
7.94E+03
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1.16E+04
1.40E+04
1.73E+04
2.15E+04
2.66E+04
3.26E+04
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5.91E+04
7.20E+04
8.70E+04
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3.68E+05
4.34E+05
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4.91E+06
5.48E+06
6.09E+06
6.74E+06
7.44E+06
8.19E+06
8.98E+06
9.81E+06
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3.26E+07
3.54E+07
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[illegible]

**RESPONSE TO
COMMENTS**

**CNG FUELING
STATION
INITIAL STUDY**



prepared for:

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

Contact:
Cary Brockman
Director, Facilities
Planning

prepared by:

**THE PLANNING
CENTER|DC&E**

Contact:
Dwayne Mears, AICP
Principal, School
Facilities Planning

NOVEMBER 2011

**RESPONSE TO
COMMENTS**

**CNG FUELING
STATION
INITIAL STUDY**



prepared for:

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

33122 Valle Road
San Juan Capistrano, CA 92675
Tel: 949.234.9449

Contact:
Cary Brockman
Director, Facilities
Planning

prepared by:

**THE PLANNING
CENTER|DC&E**

3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Tel: 714.966.9220 • Fax: 714.966.9221
E-mail: information@planningcenter.com
Website: www.planningcenter.com

Contact:
Dwayne Mears, AICP
Principal, School
Facilities Planning

CVS-02.1E

NOVEMBER 2011

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1.2 FORMAT OF THE RESPONSE TO COMMENTS.....	1-1
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3. MITIGATION MONITORING PROGRAM	3-1



Table of Contents

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1. *Introduction*

1.1 INTRODUCTION

In accordance with the Section 15074(b) of the California Environmental Quality Act (CEQA) Guidelines:

"Prior to approving a project, the decision-making body of the lead agency shall consider the proposed negative declaration or mitigated negative declaration together with any comments received during the public review process....."

Although a formal response to comments is not required by CEQA for an Initial Study/Mitigated Negative Declaration (IS/MND), this document includes the Capistrano Unified School District's (CUSD)—acting as lead agency—responses to comment letters received during the 20-day public review period, which began on October 18, 2011, and closed November 7, 2011, of the IS/MND for the CNG Fueling Station project. This document has been prepared in accordance with CEQA and the CEQA Guidelines and represents the independent judgment of the lead agency.

1.2 FORMAT OF THE RESPONSE TO COMMENTS

This Response to Comments document has been organized as follows:



Section 1. Introduction. This section describes the purpose, contents and organization of this document.

Section 2. Response to Comments. This section provides a list of agencies and interested persons commenting on the IS/MND, copies of comment letters received during the public review period, and individual responses to written comments.

1. Introduction

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2. *Response to Comments*

This section provides written responses received on the IS/MND prepared for the CNG Fueling Station project and CUSD's responses to each comment. Copies of the letters are followed by the responses. Comment letters and specific comments are given letters and numbers for reference purposes. Where sections of the IS/MND are excerpted in this document, the sections are shown indented. Changes to the IS/MND text are shown in **bold and underline** for additions and ~~strikeout~~ for deletions.

The following is a list of agencies and persons that submitted comments on the IS/MND during the public review period.

<i>Number Reference</i>	<i>Commenting Person/Agency</i>	<i>Date of Comment</i>	<i>Page No.</i>
Agencies & Organizations			
A1	Temple Beth El South Orange County	October 25, 2011	2-3
A2	City of Aliso Viejo	November 7, 2011	2-7
A3	California Department of Transportation	November 4, 2011	2-15



2. Response to Comments

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2. Response to Comments

LETTER A1 – Temple Beth El South Orange County (1page)

From: Al Welland [mailto:awelland@thesoc.org]
Sent: Tuesday, October 25, 2011 10:42 AM
To: Brockman, Cary; Albert Armijo; Jennifer Lowe; alan.fenning@cox.net
Cc: Rowles, Randall L.; Patton, Mike R.; Kenneth Podany
Subject: CUSD CNG Fueling Station

Cary:

As requested, we have reviewed the Initial Study for the CNG Fueling Station for the purpose of confirming that the points and discussions from our previous meetings had been included. Please note the following comments:

Section 3: Environmental Analysis - Mitigation Measures - Page 40

1. We did not see anywhere in the study a statement that the facility will be designed, constructed and operated in compliance with NFPA 52. We may have missed it, but this should be included. A1-1

2. The last bullet under Mitigation part 1 addresses the routing of the CNG buses. While phrased in terms of maximizing distance from Temple property it should also specifically state that in any case on the other side of the maintenance building from the temple property. A1-2

3. Add a bullet to Mitigation part 1 incorporating the commitment in your response to the temple letter (item A15) that the CNG buses would be parked in the 20 spaces north from the CNG equipment area as shown in figure 1.

Page 42 –

In subpart c), revise last phrase of next to last sentence to state "none of the hazard footprints reached the Temple Beth El property". Change replaces "facility" with "property". A1-3

Feel free to give me a call with any questions. Once these changes are incorporated into the document, we will be in a position to prepare a letter in support of the project from Temple Beth El.

Best,

Al

Al Welland
Executive Director
Temple Beth El South Orange County
2 A Liberty
Aliso Viejo, CA 92656
949.362.3999 ext. 104



2. Response to Comments

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2. Response to Comments

Response to Comments from Al Welland, Executive Director, Temple Beth El South Orange County, dated October 25, 2011.

A1-1 Comment acknowledged. In response to the commenter, the following statement is hereby added to page 39 of the IS/MND:

The longest hazard footprint results from a postulated explosion of a CNG compressor with a blast overpressure of 1.45 pounds per square inch (psi) at the site's property boundary. However, the blast overpressure at the nearest potential receptor (currently vacant land to the south) is estimated to be 0.94 psi, which is just below the significance criterion of 1.0 psi at which minor damage to buildings may occur.

Additionally, the proposed fueling station will be designed, constructed and operated in compliance with the requirements of the National Fire Protection Association (NFPA) document 52, relating to the installation of CNG fueling systems.

Based on the results of the CNG risk assessment and with implementation of the safety design features of the CNG facility that are mandated by the ~~National Fire Protection Association (NFPA)~~ in NFPA 52: Vehicular Gaseous Fuel Systems Code. (2010), with the development and implementation of training programs for all personnel who will be involved in the operations and the preparation of an emergency response action plan, the operation of the proposed CNG facility should not pose an adverse risk to the community surrounding the transportation center.



A1-2 Comment acknowledged. Per the commenter's request, Mitigation Measure 1 has been revised as follows:

1. The District shall submit building plans for City approval that incorporate the following safety devices as required by NFPA 52. The City shall confirm the proper installation of these devices prior to final approval.
 - An emergency manual shutdown device will be provided at the dispensing area and also at a location remote from the dispensing area that, when activated, will shut off the power supply and gas supply to the compressor and dispensers
 - An automatic shutdown device will be provided that stops the compressor if either of the following conditions occurs: a) the fuel tank of every vehicle connected to the refueling hose is full; b) there is a malfunction detected by the compressor controller.
 - Breakaway devices shall be provided at every dispensing point so that in the event of a pullaway, natural gas ceases to flow at the separation.
 - The piping from the compressor to the dispensing area shall be stainless steel, 3/8-inch in diameter, and rated for a pressure of 4,500 psi (which is 1.25 times the actual operating pressure of 3,600 psi).

2. Response to Comments

- The dispensers shall have a temperature compensation system that is electronically controlled to adjust the fill pressure to account for variations in ambient temperature as well as the heating effect in vehicle cylinders during the fueling process.
- Clearly visible signs including “No Smoking”, “Engine Off”, and “Flammable Gas” as well as the location of all emergency shutdown (ESD) buttons shall be provided at the fueling area.
- A portable fire extinguisher having a rating of not less than 20-B:C shall be provided in the dispensing area.
- The CNG buses shall have an interlock system on the ignition so that the bus cannot be started when the vehicle fill cap is open, therefore eliminating the potential for a breakaway accident to occur.
- Signs shall be erected along a designated route to the CNG fueling island that maximizes the distance between the CNG buses and the Temple Beth El property. The sign shall clearly state that CNG buses are prohibited from passing through or traveling along the western drive aisle that separates the maintenance facility and the Temple Beth El property.
- The CNG buses shall be parked in the 20 parking spaces north of the CNG equipment area, as shown in Figure 1 of the CNG risk assessment report.

A1-3 Comment acknowledged. Per the commenter's request, the following text has been revised on page 42 of the IS/MND:

Less Than Significant Impact. There is one school within 0.25 mile of the project site. Van Damme Academy, a private school, is housed in Temple Beth El next to the west boundary of the transportation center. The southeast corner of the Temple Beth El property is approximately 360 feet west of the project site, and the nearest building on the Temple Beth El property is approximately 540 feet northwest of the project site. Hazard footprints of several accident scenarios that could arise from operation of the fueling station were evaluated in the risk assessment for the proposed project; none of the hazard footprints reached the Temple Beth El facility property. Impacts would be less than significant.

2. Response to Comments

Letter A2 – City of Aliso Viejo (3 pages)



MAYOR
CARMEN CAVE, Ph.D.
MAYOR PRO TEM
DONALD A. GARCIA
COUNCIL MEMBERS
GREG FICKE
WILLIAM A. PHILLIPS
PHILLIP B. TSUNODA
CITY MANAGER
MARK A. PULONE
CITY ATTORNEY
SCOTT C. SMITH
CITY CLERK
SUSAN A. RAMOS

November 7, 2011

Cary Brockman
Capistrano Unified School District
Director of Facilities Planning
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Draft Initial Study/Mitigated Negative Declaration for the
proposed compressed natural gas facility at 2B Liberty in Aliso
Viejo, CA

Dear Mr. Brockman,

The City of Aliso Viejo (City) has reviewed the Draft Initial Study and Mitigated Negative Declaration (IS/MND) for Conditional Use Permit UPAV08-12, request to establish a compressed natural gas (CNG) facility (Project) at the Capistrano Unified School District (CUSD) transportation center located at 2B Liberty in Aliso Viejo. Based upon our review of the IS/MND, it is the City's understanding CUSD is designated as the lead agency for purposes of this Project. Consistent with that role, CUSD commissioned the proposed IS/MND. Entitlement of the proposed Project includes an application to the City for a conditional use permit. Consequently, the City is a responsible agency for purposes of the Project.

A2-1

The role of a responsible agency in the California Environmental Quality Act (CEQA) process is to consider a negative declaration prepared by a lead agency and to reach its own conclusions about whether and how to approve the project involved. (State CEQA Guidelines § 15096(a)). When commenting on a negative declaration, a responsible agency's comments should focus on the appropriateness of using a negative declaration. (State CEQA Guidelines § 15096(c).) As a result, City comments are limited to those the City, as responsible agency, should make on the IS/MND, regarding its appropriateness.

1. Appropriateness of MND – Based upon information contained in the IS/MND, it appears as though the proposed Project would have either no impact or a less than significant impact in most resource areas. (See e.g., IS/MND Section I (aesthetics), Section II (agriculture), IV (biological), Section V (cultural).) Moreover, it

A2-2

CITY OF ALISO VIEJO
INCORPORATED JULY 1, 2001
12 JOURNEY • SUITE 100
ALISO VIEJO
CALIFORNIA 92656-5335
WWW.CITYOFALISOVIEJO.COM

PHONE
949.425.2500
FAX
949.425.3899



2. Response to Comments

Mr. Cary Brockman
CUSD
November 7, 2011
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appears any hazard/hazardous materials impacts resulting from the proposed Project could be reduced to less than significant levels with implementation of the mitigation measures outlined in the IS/MND. (See IS/MND, Section VIII.) The mitigation measures appear to be feasible and enforceable. Therefore, so long as all impacts could be reduced to less than significant levels, it seems it would be appropriate for CUSD to proceed with the MND and that an EIR would not be required. The foregoing conclusion is based entirely on contents of the IS/MND and the corresponding Hazard Assessment. In the event other information presented during the administrative process suggests the proposed Project would have a significant effect on the environment, the City reserves the right to evaluate that information at the time that the issue is raised. If that information changes the City's conclusion with regard to the appropriateness of the MND, the City will promptly convey information to CUSD.

A2-2
cont'd

2. Project Description 1.3.1 – The equipment pad would be enclosed by an eight foot (8'0") tall chain link fence. Pursuant to Section 15.22.030(I) of Aliso Viejo Municipal Code (AVMC), use of chain link fencing is prohibited within any front yard area. Due to the layout of the building and parking lot, the southern portion of the lot has been determined to be the front yard area of the property. CNG compressors should be adequately screened from views from adjacent sites.

A2-3

3. Figure 2. Local Vicinity – Please check street names. Two of the streets that run perpendicular to SR-73 are labeled as /ia Pkwy. The western street labeled Alicia Parkway is Aliso Creek Road. Pursuant to Section 15.22.030, Fences and Wall in Nonresidential zones, chain link fencing is prohibited within any front yard area or any area visible from a public street except for construction sites, special events, and other temporary uses. Due to the unique shape of the property and layout of the building and parking lot, the southern portion of the property has been determined to be the front yard of the property by the Director of Planning Services.

A2-4

4. Environmental Checklist – Appropriate boxes should be checked in the Air Quality (III), Greenhouse Gas Emissions (VII), and Noise (XII) sections, and threshold (c) of the Mandatory Findings of Significance (XVIII).

A2-5

5. Threshold 3.6(a)(ii) – In the second full paragraph, the IS/MND states CNG has a narrow flammability range and only presents a risk of explosion at specific concentrations that are difficult to achieve. Please specify the specific concentrations when risk of explosion would be present and then also explain why it is difficult to reach that concentration.

A2-6

6. Threshold 3.7(a) – In the last full paragraph on page 37, the IS/MND explains that construction GHG emissions were calculated using the URBEMIS2007 model. Why was the CalEEMod model not used?

A2-7

7. Threshold 3.7(a) – In the first full paragraph on page 38, the IS/MND says that "Construction of the project is projected to emit a total of approximately 11 metric tons of CO₂e." The IS/MND does not indicate whether the projected 11 metric tons of CO₂e is an annual emissions rate or a daily emissions rate. The significance

A2-8

2. Response to Comments

Mr. Cary Brockman
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November 7, 2011
Page 3

threshold is identified as an annual CO₂e rate (i.e., 900 metric tons of CO₂e annually). Thus, please indicate whether the 11 metric tons of CO₂e is annual or daily. If it is daily, how many days of construction are expected? Then, would the 11 metric tons of CO₂e daily exceed our annual threshold of 900 metric tons of CO₂e? On the other hand, if the 11 metric tons of CO₂e is an annual report, then it is clear that the project is below the threshold of significance.

A2-8
cont'd

8. Threshold 3.12(a) – The IS/MND says that construction noise impacts to the nearest sensitive receptor, Temple Beth El, would be attenuated if the school windows are closed. However, as discussed in a meeting with the City, CUSD, and Temple Beth El on Thursday, September 8, 2011, CUSD acknowledged it would collaborate with Temple Beth El when developing its construction schedule. The City would like CUSD to take consideration of Temple Beth El's religious and educational schedule to the maximum extent feasible when developing a construction schedule.

A2-9

9. Threshold 3.12(a) – It is unclear whether or not operational noise impacts would be significant. Measurements were taken at a reference distance of five feet (5'0") from the CNG compressor, which was measured at 88 dBA L_{eq}. What is the anticipated noise level of the compressors from 9:00am-1:00pm and from 5:00pm-1:00am at the source, within 100 feet, 200 feet, and 300 feet? The IS/MND should include a clear significance conclusion and then should indicate whether or not enclosing the compressors is a mitigation measure or a project design feature.

A2-10

10. Risk Assessment 2.4 CNG Accident Scenarios – Fire/explosion scenarios seem to only refer to whether the fire/explosions would have an impact off-property. There are diesel and gasoline pumps and tanks on-property. Explain impact on other fuels onsite.

A2-11

11. Risk Assessment 2.4 Hazards During Transfer – Refueling of buses would occur overnight without personnel onsite. Does this mean refueling is unattended by staff, and if so, does this make a manual shutdown device and emergency response plan irrelevant if no one is watching.

A2-12

The City advises revising the MND as described above to bring it into better compliance with CEQA. Although these comments are intended to assist the City with its CEQA compliance efforts, please realize these suggestions do not guarantee any future approvals will withstand a subsequent legal challenge, if any. Nonetheless, the City believes addressing the issues above will assist in making any future approvals more defensible under CEQA. Please contact me at (949) 425-2527 or Jennifer Lowe, Associate Planner, at (949) 425-2526 if you have questions.

Sincerely,


Albert Armijo
Director of Planning Services



2. Response to Comments

Mr. Cary Brockman
CUSD
November 7, 2011
Page 4

cc: Mark Pulone, City Manager, City of Aliso Viejo
Jennifer Lowe, Associate Planner, City of Aliso Viejo
Dwayne Mears, The Planning Center
Jorge Estrada, The Planning Center

2. Response to Comments

Response to Comments from Albert Armijo, Director of Planning Services, City of Aliso Viejo, dated November 7, 2011.

- A2-1 Comment acknowledged. No further response necessary.
- A2-2 Comment acknowledged. No further response necessary.
- A2-3 Comment acknowledged. Per the commenter's request, the following text has been revised on pages 2 and 13 of the IS/MND:

Page 2

Three CNG compressors would be mounted on a concrete equipment pad approximately 78 feet south of the K-rail. The equipment pad would be 6-inch-thick, reinforced concrete enclosed by an 8-foot-tall concrete masonry wall. The pad would be 41 feet long by 15 feet wide, for a total of 615 square feet. A dryer rack would be installed on the equipment pad in addition to compressors. In cold conditions, residual water vapor in natural gas can freeze and form hydrates, that is, a mixture of frozen water and methane. CNG-containing hydrates can cause reduced power or stalls. The dryer rack would be used to reduce the amount of residual water vapor in the CNG. The drying rack includes filters to remove particulates from the natural gas, and dessicant beds to remove moisture. The drying rack would be approximately 8-feet high by 6-feet wide by 9-feet high. The equipment pad would be installed on the site of six existing parking spaces in the southeastern part of the transportation center.



Page 13

Three CNG compressors would be mounted on a concrete equipment pad approximately 78 feet south of the K-rail. The equipment pad would be 6-inch-thick reinforced concrete enclosed in an 8-foot-tall concrete masonry wall. The pad would be 41 feet long by 15 feet wide. A dryer rack would be installed on the equipment pad in addition to compressors. The equipment pad would be installed on the site of six existing parking spaces in the southeastern part of the transportation center.

- A2-4 There was a minor error in Figure 2, *Local Vicinity*, in that the two streets that run perpendicular to SR-73 were both labeled Alicia Parkway. The western street labeled Alicia Parkway is actually Aliso Creek Road. Comment noted and no further response necessary.
- A2-5 As shown in the IS/MND, the appropriate boxes have been checked in the Air Quality, Greenhouse Gas Emissions, Noise, and Mandatory Findings of Significance sections. The checked boxes are consistent with the analysis and impact determination provided under each topical section.

2. Response to Comments

- A2-6 Compressed natural gas (CNG) has a flammability range of 5 to 15 percent. That means that the gas concentration in air has to be greater than 50,000 parts per million (ppm) or less than 150,000 ppm in order for the gas to ignite or, in a confined environment, to explode. At concentrations less than 5 percent (or 50,000 ppm), the gas-air mixture is too lean to ignite and at concentrations greater than 15 percent (or 150,000 ppm), the mixture is too rich to ignite. It is difficult to achieve a concentration of 50,000 ppm in an open-air environment, because methane is lighter than air and disperses rapidly into the atmosphere. By contrast, gasoline has a lower flammable limit (LFL) of 1.4 percent, or 14,000 ppm. Therefore, it can ignite at lower concentrations than CNG.
- A2-7 The GHG emissions analysis that was provided in the IS/MND is the analysis that was prepared by PCR for the previous IS/MND in 2010. At that time, the URBEMIS2007 model was the appropriate model to use for GHG emissions analysis. The requirement for GHG modeling to use the CalEEMod model became effective February 11, 2011. As demonstrated in the IS/MND, construction- and operational-related GHG emissions would not have a significant impact on the environment. Total net GHG emissions from project construction and operation would fall well below the most stringent threshold proposed by CAPCOA, 900 metric tons. In fact, as discussed in the IS/MND, proposed project operations would result in a net environmental benefit resulting from the reduction of school bus vehicle miles traveled. Therefore, remodeling the GHG emissions using the CalEEMod model would not be necessary as the outcome of the analysis would not change the determination of no significant impact.
- A2-8 The total CO₂e that would be emitted by the project's construction-related activities (11 metric tons of CO₂e) would be annually and not daily. Therefore, the following text has been revised on page 37 of the IS/MND:
- Construction of the project is projected to emit a total of approximately 11 metric tons CO₂e per year. Results of this analysis are presented in Table 2. These emissions are far less than the 900 annual metric ton threshold proposed by CAPCOA.
- A2-9 Comment acknowledged. CUSD will coordinate closely with the City of Aliso Viejo and Temple Bethel of South Orange County when developing its construction schedule. The construction schedule will take into consideration Temple Beth El's religious and educational schedule to the maximum extent feasible.
- A2-10 The request to analyze the anticipated noise levels of the compressor from 9:00 AM to 1:00 PM and 5:00 PM to 1:00 AM at a distance of 100, 200 and 300 feet is not necessary as the equipment area, which includes the compressor, would be enclosed with a 7-foot high concrete masonry wall. The wall is a project feature. In response to the comment, the following text has been revised on page 48 of the IS/MND:
- Compliance with the City's maximum permissible noise standards is mandatory. However, the following measures ~~will be~~ have been considered as part of the project during the design and installation of the compressors and have been made a part of the project:

2. Response to Comments

- Enclosing the compressors and associated equipment (e.g., exhaust fans) within a solid enclosure surrounded by concrete masonry walls. Walls shall be a minimum of 7 feet high. Doors/gates to the enclosed area shall face inwards to minimize gaps in the enclosure that can result in noise transmission. Doors/gates shall be constructed of solid material with a density of 3.5 pounds per square foot or less with minimal gaps. Roofing on the masonry structure shall be considered in the design to achieve the City's noise standards.

A2-11 There is one 12,000-gallon diesel underground storage tank (UST) and one 12,000-gallon gasoline UST located at the CUSD transportation center. There also are three double-sided diesel dispensers and one double-sided gasoline dispenser in the fueling area, which is located approximately 122 feet from the edge of the compressor equipment area and 83 feet from the edge of the bus fueling station. According to the CNG Risk Assessment prepared for the project (see Appendix A of the IS/MND), the maximum distance for impacts resulting from various fire scenarios at these locations was estimated to be 69 feet. A blast overpressure wave could extend to the USTs and dispensers. However, since the USTs are underground, there would be no impact to the USTs from this accident scenario. The fuel dispensers and all equipment in the area surrounding the fuel dispensers up to 20 feet are rated as intrinsically safe and explosion proof (NEC Class I, Group D, Division 1 and 2 as per NFPA standards). Therefore, it is highly unlikely that there would be any impact at this location if an incident were to occur at the CNG equipment or bus fueling locations.

A2-12 Slow-fill CNG fueling stations are designed to be fully automated so that fueling can occur during evening hours when buses are not in use. The fueling process at the transportation center would take approximately four hours per bus. Therefore, the system is designed so that once the fueling process is completed, the equipment will automatically shut off. In addition, the system will automatically shut down if there is a malfunction or upset condition and simultaneously send electronic notification to designated staff to inform them of this occurrence. The manual shutoff valve at a remote location is a redundant safety feature required by NFPA 52 in the event that the system had to be shut down and it is unsafe to approach the equipment or fueling area.

Fueling of the CNG buses may occur between 9:00 AM and 1:00 PM, as noted in Section 1.3, *Project Description*, of the IS/MND; however, the majority of the fueling would take place between 5:00 PM and 1:00 AM. During the day, staff personnel will be onsite and available if there are any operational problems. During the evening hours, staff will be onsite to start the fueling process and observe that the system is functioning properly before going home. The system will automatically shut down when fueling is completed and if any problems arise, an electronic message will be sent to designated personnel. There are more than 100 public CNG fueling stations in southern California alone, many of which are unmanned.





2. Response to Comments

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2. Response to Comments

Letter A3. California Department of Transportation

<small>STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY</small>		<small>EDMUND G. BROWN Jr., Governor</small>
DEPARTMENT OF TRANSPORTATION District 12 3347 Michelson Drive, Suite 100 Irvine, CA 92612-8894 Tel: (949) 724-2241 Fax: (949) 724-2592		 <i>Flex your power! Be energy efficient!</i>
November 4, 2011		
Cary Brockman Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675	File: IGR/CEQA SCH#: 2010031086 Log #: 2814 SR-73	
Subject: CUSD CNG Fueling Station		
Dear Mr. Brockman,		
<p>Thank you for the opportunity to review and comment on the Mitigated Negative Declaration (MND) for the Capistrano Unified School District (CUSD) Compressed Natural Gas (CNG) Fueling Station. The project consists of installation and operation of CNG fueling stations for 20 buses along the midline between two rows of parking spaces in the middle of the transportation center property. The fueling stations would consist of nine two-hose fill post and two single-hose fill post-rail would be installed in median between the two rows of parking spaces, and the fill posts would be mounted to the K-rail. The project site is located at 2B Liberty Drive in the City of Aliso Viejo, and the nearest State route to the project site is SR-73.</p>		
<p>The Department of Transportation (Department) is a commenting agency on this project and has no comment at this time. However, in the event of any activity in the Department's right-of-way, an encroachment permit will be required.</p>		
<p>Please continue to keep us informed of this project and any future developments that could potentially impact State transportation facilities. If you have any questions or need to contact us, please do not hesitate to call Marlon Regisford at (949) 724-2241.</p>		
<p>Sincerely,</p> <div style="text-align: center;"></div> <p>Christopher Herre, Branch Chief Local Development/Intergovernmental Review</p>		
<p>C: Scott Morgan, Office of Planning and Research</p>		
<small>"Caltrans improves mobility across California"</small>		

A3-1



2. Response to Comments

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2. Response to Comments

Response to Comments from Christopher Herre, Branch Chief, Local Development/Intergovernmental Review, dated November 4, 2011.

A3 Comment noted. No response is necessary.



2. Response to Comments

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3. Mitigation Monitoring Program

Table 1
Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation and Reporting	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
HAZARDS AND HAZARDOUS MATERIALS 1 The District shall submit building plans for City approval that incorporate the following safety devices as required by NFPA 52. The City shall confirm the proper installation of these devices prior to final approval. <ul style="list-style-type: none"> An emergency manual shutdown device will be provided at the dispensing area and also at a location remote from the dispensing area that, when activated, will shut off the power supply and gas supply to the compressor and dispensers An automatic shutdown device will be provided that stops the compressor if either of the following conditions occurs: a) the fuel tank of every vehicle connected to the refueling hose is full; b) there is a malfunction detected by the compressor controller. Breakaway devices shall be provided at every dispensing point so that in the event of a pullaway, natural gas ceases to flow at the separation. The piping from the compressor to the dispensing area shall be stainless steel, 3/8-inch in diameter, and rated for a pressure of 4,500 psi (which is 1.25 times the actual operating pressure of 3,600 psi). The dispensers shall have a temperature compensation system that is electronically controlled to adjust the fill pressure to account for variations in ambient temperature as well as the heating effect in vehicle cylinders during the fueling process. Clearly visible signs including "No Smoking", "Engine Off", and "Flammable Gas" as well as the location of all emergency shutdown (ESD) buttons shall be provided at the fueling area. 	Capistrano Unified School District	Prior to final approval	Capistrano Unified School District	

3. Mitigation Monitoring Program

Table 1 Mitigation Monitoring Requirements				
Mitigation Measure	Responsibility for Implementation and Reporting	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<ul style="list-style-type: none"> A portable fire extinguisher having a rating of not less than 20-B:C shall be provided in the dispensing area. The CNG buses shall have an interlock system on the ignition so that the bus cannot be started when the vehicle fill cap is open, therefore eliminating the potential for a breakaway accident to occur. Signs shall be erected along a designated route to the CNG fueling island that maximizes the distance between the CNG buses and the Temple Beth El property. The sign shall clearly state that CNG buses are prohibited from passing through or traveling along the western drive aisle that separates the maintenance facility and the Temple Beth El property. The CNG buses shall be parked in the 20 parking spaces north of the CNG equipment area, as shown in Figure 1 of the CNG risk assessment report. 	Capistrano Unified School District	Ongoing during project operation	Capistrano Unified School District	
<p>2</p> <p>There shall be no servicing or maintenance activities conducted onsite for the CNG systems of the school buses. All CNG servicing and maintenance activities will be conducted at an offsite location. Minor repairs for the buses that do not involve CNG equipment or systems may be periodically conducted at the maintenance facility, but the following precautions and safety procedures will be employed. The first two procedures are conducted outside of the maintenance building in the open parking area:</p> <ul style="list-style-type: none"> The CNG fuel shut-off valve on the bus is closed to prevent fuel from reaching the engine. The bus engine is started and allowed to run until the engine shuts off to purge all fuel between the CNG cylinders and the engine. All of the shop entrance doors are opened for complete ventilation. All heaters are shut down. The CNG bus is pushed into the shop for minor repairs. After repairs have been completed, the bus is pushed out of the shop, the fuel shut-off valve turned back on, and the bus is started. 	Capistrano Unified School District	Ongoing during project operation	Capistrano Unified School District	

3. Mitigation Monitoring Program

Table 1 Mitigation Monitoring Requirements				
Mitigation Measure	Responsibility for Implementation and Reporting	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
3 Training programs shall be developed and implemented for all personnel who will be directly or indirectly involved in the operation, fueling, or storage of CNG buses, including fuelers, bus operators, mechanics, supervisors, management, and other building occupants. Only persons who have completed the training program may operate or otherwise work on the CNG fueling system. Before the start of regular operation of the fueling facility, training shall be completed for sufficient numbers of each category of personnel to assure safe operation of the facility. Training will be repeated when necessary for new personnel and for periodic refresher courses.	Capistrano Unified School District	Ongoing during project operation	Capistrano Unified School District	
4 Prior to initiation of operations, local fire department, police, and emergency medical service personnel shall be requested to attend training onsite to learn the location of all safety controls and operation of the installed systems, as well as the hazards associated with CNG.	Capistrano Unified School District	Prior to initiation of operation	Capistrano Unified School District	
5 During project operations regular inspections and periodic testing of the equipment shall be conducted in accordance with NFPA standards.	Capistrano Unified School District	Ongoing during project operation	Capistrano Unified School District	
6 The District shall prepare an emergency response action plan and provide a copy of such plan to the City Planning Director. The emergency response action shall include the following elements: <ul style="list-style-type: none"> • Identification of emergencies (detection and implementation actions). • The employees will be trained to activate ESD as the first line of action. • In the event of a CNG leak, upset from normal conditions, or other incident, the District shall report the incident to the City and adjacent properties, including the Temple. • Notification procedures and a notification list that includes both internal (District) and external (fire service, ambulance, police, Southern California Gas Company, Temple, etc.) contacts. 	Capistrano Unified School District		Capistrano Unified School District	

3. Mitigation Monitoring Program

Table 1 Mitigation Monitoring Requirements				
Mitigation Measure	Responsibility for Implementation and Reporting	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<ul style="list-style-type: none"> Evacuation procedures and required training to implement procedures related to CNG hazards. Location and type of safety systems (both at the CNG facility and on the buses). 				
7 On the anniversary date of the issuance of the CUP, the District shall provide an annual report to the City verifying that all safety equipment is in proper working order, and that staff training is current.	Capistrano Unified School District	Within one year of CUP issuance	City of Aliso Viejo Planning Department	
8 The CNG fueling station shall fuel only District vehicles, not to exceed 20 CNG buses.	Capistrano Unified School District	Ongoing during project operation	Capistrano Unified School District	

STRATEGIC PLAN AND ANNUAL GOALS



Mission, Values, Core Beliefs and Cal Prep Motto:

School Motto: A 21st Century Education for 21st Century Learners.

School Mission: California Preparatory Academy's mission is to provide interactive, media-rich educational opportunities in a flexible, student-centered environment in order to prepare students to be globally competitive citizens by expanding their educational opportunities while developing essential 21st century skills.

Core Values:

- Academic achievement and enrichment
- Data-driven decisions and innovation
- Collaborative culture among all stakeholders
- Continuous improvement
- Relationship building through clear and timely communication
- Stakeholder involvement and teamwork
- Community relations and customer service oriented

Core Beliefs:

- Every student can learn
- Every student can be a motivated learner
- Every student can achieve his or her potential when challenged
- Every student deserves to be treated with respect and should provide respect to others

Description: The following is a two-year strategic and implementation plan for California Preparatory Academy ("Cal Prep"). California Preparatory Academy is the Capistrano Unified School District's new independent study high school. California Preparatory Academy will have a "blended" learning model where students will receive instruction in both an online and face-to-face settings.

California Preparatory Academy's strategic plan guides all of the school's policies and procedures. The strategic plan aligns with the Partnership for 21st Century Skills or P21, which is a national organization that created the *21st Century Learning Framework*. School goals and objectives ensure that Cal Prep delivers a world class virtual learning experience for our students, parents, schools, and the communities of Capistrano Unified School District.

For more information please visit the school's website at www.calprep.org

STRATEGIC PLAN AND ANNUAL GOALS



GOAL 1:

Academic Achievement for all Cal Prep Students

Every student at Cal Prep will receive an educational program that incorporates the following:

- Individualized and rigorous curriculum designed to yield high levels of learning for all students.
- Multiple pathways leading to post high school success.
- Integration of key 21st Century Skills into the core curriculum.
- Differentiated and self-paced curriculum that meets the needs of all learners.
- The development of lifelong learners, problem solvers, and collaborators.
- Embedded strategies and intervention techniques for struggling students.

Vision: *Working within a professional learning community, staff at California Preparatory Academy will develop, deliver, and design instruction that will meet the needs of all students. The instruction at Cal Prep will be individualized and will target skills that are considered essential for proficiency. The staff at Cal Prep will integrate key 21st Century Skills so that students will be able to connect curriculum and instruction and apply them to real world scenarios.*

California Preparatory Academy Education Goal #1:

Develop, align, and implement instruction, assessment, and interventions to achieve high levels of learning and continuous academic growth in order to prepare students to become globally competitive citizens.

Cal Prep Smart Goal 1.1:

By the 2012-13 school year 100% of California Preparatory Academy core curriculum will align with state and district standards. District benchmark assessments will be utilized to assess the effectiveness of the curriculum.

Cal Prep Smart Goal 1.2:

By the 2012-13 school year, standards based core curriculum will include 21st Century Themes such as global awareness, health literacy, economic skills, civic literacy, and information, media, and technology skills.

Cal Prep Smart Goal 1.3:

By the 2013-14 school year, Cal Prep will receive candidacy status from Western Accreditation of Schools and Colleges (WASC). This candidacy status will allow the academy to submit curriculum to both the UC/CSU post-secondary systems and the NCAA Clearinghouse. UC/CSU and NCAA approvals should be complete by the end of the 2013-14 school year.

Cal Prep Smart Goal 1.4:

During the 2012-13 school year, all online courses will be reviewed and evaluated by teachers, students, parents, and administrators at the end of each trimester. Rubrics have been developed to evaluate the rigor and effectiveness of each course. (*See attachment 2*).

STRATEGIC PLAN AND ANNUAL GOALS



GOAL 2:

Technology Integration for Cal Prep Students & Staff

Instructors at Cal Prep will utilize appropriate technology in order to:

- Enhance instruction and curriculum by connecting students to supplemental resources and activities.
- Increase student exposure to the latest technology.
- Track and monitor student success and provide immediate feedback to students and parents.
- Help students acquire key 21st Century Skills.

Vision: *Working within a professional learning community, staff at California Preparatory Academy will implement appropriate technology that enhances the learning experiences for all students. Students and teachers will have the ability to work with the latest technological tools.*

California Preparatory Academy Education Goal #2:

Integrate appropriate technologies that strengthen teaching, learning, and administrative environments that foster student success.

Cal Prep Smart Goal 2.1:

During the 2012-13 school year, Cal Prep faculty will develop and monitor curriculum to ensure that current and appropriate technologies are utilized to increase student success. The staff will also ensure equitable access to technology for all students, families, teachers and administrators.

Cal Prep Smart Goal 2.2:

During the 2012-13 school year, Cal Prep faculty will receive professional development and training on strategies for using technology to enhance instruction and student achievement specifically in a virtual or blended learning environment.

Cal Prep Smart Goal 2.3:

During the 2012-13 school year, Cal Prep faculty will implement and evaluate effective technology that enhances student and teacher interaction in online settings. These will include both synchronous and asynchronous technology tools to enhance instruction and learning for all students.

STRATEGIC PLAN AND ANNUAL GOALS



GOAL 3:

High performing and qualified Cal Prep Faculty

Hiring and training high performing Cal Prep faculty in order to:

- Engage students in authentic learning experiences in a blended instructional model.
- Develop and align instruction that meets the needs of all students.
- Provide and connect students to supplemental resources and activities that challenge, promote, and engage lifelong learners.
- Provide students access to multiple curricular paths and options.
- Create and implement all school policies and procedures associated with beginning a new school.

Vision: *The California Preparatory Academy will recruit, develop, retain, and recognize high performing and qualified faculty. The faculty at Cal Prep will be committed to the school's mission, values, and core beliefs and will receive ongoing professional development and training to prepare them to be effective teachers in a blended instructional model.*

California Preparatory Academy Education Goal #3:

The California Preparatory Academy will consist of highly qualified teachers who are committed to the school's core values and beliefs. Faculty members will be credentialed in all subject areas which they teach and will receive numerous professional development opportunities.

Cal Prep Smart Goal 3.1:

By the beginning of the 2012-13 school year, the Cal Prep Planning Team will have recruited and hired the necessary staff to open the school for ninth and tenth grade students.

Cal Prep Smart Goal 3.2:

During the 2012-13 school year, 100% of Cal Prep's faculty will receive professional development in the area of online education and online curriculum development. All Cal Prep faculty will receive training in online communication tools, learning management systems, and curriculum development.

Cal Prep Smart Goal 3.3:

Implement effective strategies to retain and recognize Cal Prep exemplary employees. These strategies will include an employee recognition program, promoting and establishing a "family atmosphere" within the school, and creating an "open door" policy in order to build and foster Professional Learning Communities. These strategies will be measured by employee satisfaction surveys distributed annually.

STRATEGIC PLAN AND ANNUAL GOALS



GOAL 4:

Partnerships and Community Relationships

We believe that effective community relations value and reflect:

- Accessibility
- Accuracy
- Timely Feedback
- Consistency
- Collaboration
- Trustworthiness
- Respect

Vision: *The California Preparatory Academy will establish effective community relations through which collaborative partnerships are fostered and valued between and among the school, parents, school-connected organizations, municipalities, and the greater community. Information is readily available, reliable, and timely. Partners work together to support student learning in a climate of courtesy, dignity and mutual respect.*

California Preparatory Academy Education Goal #4:

Build strong partnerships with families, businesses, and the community at the classroom and school levels.

Cal Prep Smart Goal 4.1:

By the spring of the 2012-13 school year, Cal Prep will have established a PTSA (Parent, Teacher, Student, Association) and will have monthly meetings to discuss school-related issues and obtain feedback from all stakeholders.

Cal Prep Smart Goal 4.2:

By the fall of the 2012-13 school year, Cal Prep will provide information utilizing electronic and print media to communicate effectively and efficiently with all stakeholders. This will be measured by customer satisfaction surveys distributed quarterly.

Cal Prep Smart Goal 4.3:

By the fall of the 2012-13 school year, Cal Prep will exemplify premier customer service through welcoming environments, effective communication and ongoing staff development. This will be measured by customer satisfaction surveys distributed quarterly.

Cal Prep Smart Goal 4.4:

By the fall of the 2012-13 school year, Cal Prep will establish a partnership with Saddleback Junior College. The partnership will allow access and pathways for Cal Prep students at Saddleback College. Pathways will include the opportunity for Cal Prep students to earn an Associate Degree from Saddleback College while at Cal Prep.

STRATEGIC PLAN AND ANNUAL GOALS



GOAL 5: Safe and Effective Learning Environment for Cal Prep Students and Faculty

We believe that every school should value and reflect an environment that:

- Fosters a positive school climate that is conducive to student learning.
- Establishes clear policies and procedures for students and faculty.
- Provides adequate student supervision both online and face to face.
- Is prepared for disasters and emergencies.

Vision: *The California Preparatory Academy will establish positive behavior support systems to create environments that are welcoming and conducive to student learning. Cal Prep will establish procedures and policies that take into account the blended learning model. Procedures will be in place to ensure students are in constructive virtual learning environments as well as face to face settings. All Cal Prep facilities will be clean, modernized, and embed up-to-date technology. Disaster/crisis preparation and response procedures will be well-defined and articulated, and adequate resources will be allocated.*

California Preparatory Academy Education Goal #5:

California Preparatory Academy will maintain safe and secure environments (both online and brick and mortar) for students, parents, and faculty.

Cal Prep Smart Goal 5.1:

By the beginning of the 2012-13 school year, clear policies and procedures will be developed regarding the school's safety plan and procedures. The National Incident Management System (NIMS) will be created in preparation for Cal Prep's opening.

Cal Prep Smart Goal 5.2:

By the beginning of the 2012-13 school year, clear policies and procedures will be developed regarding Internet Safety and Acceptable Use. Parents, students and faculty will all receive training and sign policies and procedures relating to these important issues.

SADDLEBACK COLLEGE PILOT PROGRAM

Memorandum of Understanding

Saddleback Community College and the Capistrano Unified School District have developed a joint Memorandum of Understanding (MOU) to provide guidelines as we work together to implement a comprehensive pilot program to enhance student preparedness and success at Saddleback College. The MOU supports Saddleback College's "Top 10 Projects" articulated in the *Annual State of the College* report, as well as the following pillars in the District's strategic plan:

- Pillar 1: Community Relations
Strategy 1.1: Strengthen collaborative community partnership
- Pillar 3: Academic Achievement and Enrichment
Strategy 3.4 Increase opportunities for and participation in coursework aligned to career pathways
Strategy 3.5 Increase student engagement and connectedness within schools

In addition to developing student outreach programs regarding the college application process, financial aid, and introductions to the career and technical education, honors, and transfer programs at Saddleback College, the collaborative plan between Saddleback College and San Juan Hills High School will include the offering of Saddleback College courses at San Juan Hills High School during hours that are generally considered the "traditional school day," 8:00 a.m. – 3:00 p.m. This plan will allow students the opportunity to take college classes while eliminating some of the impediments that often restrict students, including transportation and access.

The following items are agreed to:

1. Capistrano Unified School District (CUSD) will not reduce staffing ratios for schools as a result of Saddleback College courses which may be taught on the CUSD campus.
2. Enrollment in Saddleback College courses offered within the traditional school day will be limited to CUSD students.
3. Students will voluntarily enroll in the Saddleback College courses.
4. Saddleback College courses will be considered stand-alone courses and not part of the CUSD curriculum offerings. Credits will transfer to student transcripts and count as elective credits to meet CUSD graduation requirements.
5. CUSD Board Policy 6146.1 regarding graduation and transfer of grades and credit remains in effect.
6. Saddleback College courses will set and administer any fees for tuition, books, and supplies for the Saddleback College courses.
7. CUSD will not charge facility usage fees to Saddleback College for courses offered solely to CUSD students.

8. Saddleback College will be responsible for staffing and payment of salary for Saddleback College offerings.
9. This MOU remains in effect through June 30, 2012.

Joseph M. Farley, Ed. D
Superintendent

Date: _____

Jack R. Brick
President, CUSD Board of Trustees

Date: _____

ADMISSION

The ~~Governing~~ Board of Trustees believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.

The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.

~~(cf. 5111.1—District Residency)~~

~~(cf. 5111.11—Residency of Students in Foster Care)~~

~~(cf. 5111.12—Residency Based on Parent/Guardian Employment)~~

~~(cf. 5111.13—Residency for Homeless Children)~~

~~(cf. 5119—Students Expelled from Other Districts)~~

~~(cf. 5141.22—Infectious Diseases)~~

~~(cf. 5141.3—Health Examinations)~~

~~(cf. 5141.31—Immunizations)~~

Age of Admission

Proof of age shall be required of all enrolling students. The legal evidences of age, in order of desirability, are an official or certified copy of the birth certificate, baptismal certificate, passport, or immigration certificate. ~~Bible record or affidavit from the parent/guardian.~~

~~A child who will reach the age of five on or before December 2 of the school year shall be eligible for enrollment in kindergarten at the beginning of that school year or at any later time in the same year.~~ A child shall be admitted to kindergarten at the beginning of the school year if the child will have his or her fifth birthday on or before one of the following dates:

1. December 2 of the 2011-2012 school year
2. November 1 of the 2012-2013 school year
3. October 1 of the 2013-2014 school year
4. September 1 of the 2014-2015 school year and each school year thereafter

A child shall be admitted to transitional kindergarten if the child will have his or her fifth birthday on or between the following dates:

1. November 2 and December 2 of the 2012-2013 school year
2. October 2 and December 2 of the 2013-2014 school year
3. September 2 and December 2 of the 2014-2015 school year and thereafter

A child shall be admitted to first grade at the beginning of the school year if the child will have his or her sixth birthday on or before one of the following dates:

1. December 2 of the 2011-2012 school year
2. November 1 of the 2012-2013 school year

ADMISSION (continued)

3. October 1 of the 2013-2014 school year
4. September 1 of the 2014-2015 school year and each school year thereafter

The Education Code states:

Persons 16 years of age or older and under 18 years of age who have not been graduated from high school shall be permitted by the governing board to enroll in continuation classes conducted by the school district if such enrollment does not preclude attainment of the goals of continuation education schools and classes prescribed as determined by the governing board.

In conformity with the Education Code, a person 16 years of age or older and under 18 years of age, who resides in the district and who has not graduated from high school, shall be permitted to enroll in Junipero Serra High School or in the Capistrano-Laguna Beach Regional Occupational Program or a combination of the two in lieu of the enrollment in the regular high school program. Students must attend at least 20 hours per week.

Foreign Exchange Student Admission

The ~~Governing~~ Board of Trustees recognizes the value of diversity in its student population. To this end, foreign students seeking admission to ~~CUSD District~~ high schools on an Exchange Student Visa (J) will be admitted to District schools on an ~~available~~ a space available basis. Such admission shall be granted only when the qualified, exchange student organization has submitted all appropriate documentation to include: current immunization record, transcripts and verification of sufficient proficiency in English to benefit from participation in school in the United States.

All students attending ~~CUSD District~~ high schools on J Visas will be subject to the regulations of federal and state government and the rules of the District. The approved sponsoring agency must meet all requirements of the Department of Homeland Security and Department of State's Student and Exchange Visitor Program (SEVP).

*Legal Reference:*EDUCATION CODE

46600 *Agreements for admission of pupils desiring interdistrict attendance*

48000 *Minimum age of admission (kindergarten)*

48002 *Evidence of minimum age required to enter kindergarten or first grade*

48010 *Minimum age of admission (first grade)*

48011 *Admission from kindergarten or other school; minimum age*

48050-48053 *Nonresidents*

48200 *Children between ages of 6 and 18 years (compulsory full-time education)*

48211 *Habits and disease*

ADMISSION (continued)

48221 Physical or mental condition

48413 Enrollment in Continuation Classes

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

HEALTH & SAFETY CODE

3380-3390 Immunization against communicable diseases

3400-3409 Tuberculosis tests for pupils

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

TITLE VII, SUBTITLE B, THE MCKINNEY ACT OF 1987

Illegal Immigration Reform and Immigrant Responsibility Act of 1996

Management Resources:

CDE MANAGEMENT ADVISORIES

0900.90 Changes in law concerning eligibility for admission to kindergarten

Policy

adopted: August 18, 1997

revised: October 18, 2004

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

OPEN ENROLLMENT

Purpose and Intent

The ~~Governing Board~~ Board of Trustees endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their school of residence. Thus, a Capistrano Unified School District Open Enrollment Program shall be included as an integral feature of the District's instructional offerings.

School of residence attendance areas, school capacities, and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All ~~CUSD~~ District schools offer high quality instructional programs addressing the District's mission, goals, and adopted curricula. However, parents/guardians may wish to apply to other ~~CUSD~~ District schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

Priority Criteria for School Placement

~~CUSD~~ District students residing in any Board-approved school attendance area shall first be provided the option of attending their school of residence. After all students within each school's attendance area have been accommodated within established class-size mandates, and after all students in categories A and B below have been placed, requests for Open Enrollment placement will be honored according to the following priority until all openings in a given school are filled:

- A. ~~CUSD students who are siblings of any student currently in attendance who will continue to be enrolled at the same school next year or~~ CUSD District students requesting placement at their school of residence.
- B. CUSD District students who have continuously attended the school for at least one full year, but have moved into another ~~CUSD District~~ school's attendance area, or ~~CUSD District~~ students residing in an area affected by an attendance boundary change who wish to remain at their existing school, or District students who are siblings of any student currently in attendance who will continue to be enrolled at the same school the next year.
- C. ~~CUSD District~~ students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax which helped support construction of the school.
- D. ~~CUSD District~~ students who reside in a feeder pattern which divides students to different school sites upon promotion to the next school level (elementary school to middle school or middle school to high school) will be provided the opportunity to attend the same school as the majority of students in their feeder pattern.
- E. All other ~~CUSD District~~ students requesting Open Enrollment placement.

Determination of Openings

District staff shall project the initial number of open enrollment classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:

1. Current enrollment as it rolls forward and provides a basis for the following year's enrollment.

OPEN ENROLLMENT (continued)

2. Projected new enrollments for the school's entry grade level (K, 6, or 9).
3. Projected new enrollments due to the construction of new housing facilities in the attendance area during the next year.
4. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area.
5. Plans for the construction of new school facilities which would provide future relief from current overcrowded conditions.
6. Special programs which may have particular enrollment requirements or limitations.

When the Open Enrollment process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the Open Enrollment process.

Schools with Openings

Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools identified without additional openings may accept students in Priority A and Priority B categories only.

Schools with openings will begin the Open Enrollment process with a designated number of openings. Students will be placed in order of the priority criteria referenced in this policy.

Placement Procedures

The Open Enrollment timeline will be published on the CUSD District website ~~and will be available at all school sites in January of each year.~~

Open Enrollment applications shall be initiated by a child's parent/guardian. Applications must be submitted on the District-designated form which is available at the District office, in each school office, and on the CUSD District website. Parents/guardians seeking placement for multiple children must submit a separate application for each child.

Applications for enrollment to ~~Two-Way~~ Language Immersion Programs will only be available at ~~Two-Way~~ Language Immersion sites. Parents/guardians desiring to enroll students in a ~~Two-Way~~ Language Immersion site must submit applications directly to the site(s) of choice within the designated Open Enrollment timeline. Students matriculating from elementary to middle or middle to high school ~~Two-Way~~ Language Immersion programs will have the right to continue to attend the ~~Two-Way~~ Language Immersion program within the same feeder pattern.

Parents/guardians who have applied for an Open Enrollment transfer by the published application deadline shall be notified of the status of their transfer request by late spring. Open Enrollment approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

OPEN ENROLLMENT (continued)

After the number of openings has been determined and applications processed, a determination will be made as to whether sufficient openings exist to accommodate all applications. In the event there are more applications for Open Enrollment into any given school than there are openings in that school, a lottery procedure for placement will be implemented which takes into account the priority criteria referenced in this policy and considers the openings which are available according to grade level.

Students in priority B may continue to apply beyond the published application deadline. In late spring, after the initial Open Enrollment window, the list of schools with openings will be updated and a second opportunity to apply for Open Enrollment placement for all priorities will take place. Applications for Open Enrollment will not be accepted after July 30th in an effort for schools to accurately determine staffing needs and student placement for the following school year.

Eligibility for Interscholastic Athletic Participation

When a student enrolls as a freshman (Grade 9) in any CUSD District high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under Open Enrollment may result in a declaration of ineligibility to participate. Students considering a transfer to another CUSD District high school should contact California Interscholastic Federation (CIF) for eligibility guidelines.

Recruitment of students by school personnel to attend a high school other than the school of residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

Home-to-School Bus Transportation

Transportation of students who have been placed through the open enrollment process is the responsibility of the parent/guardian.

Nonrequirements to the District

In implementing the Open Enrollment Program, the District is not required to:

1. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools.
2. Establish and offer any particular program in a school if such program is not offered currently in each school in the District.
3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites and required levels of performance.

Transfer Back to the School of Residence

Students approved for Open Enrollment placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of students back to their school of residence or another school deemed appropriate for any of the following reasons:

1. Unsatisfactory attendance

OPEN ENROLLMENT (continued)

2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within CUSD boundaries

Students being transferred back to their school of residence or another school deemed appropriate have the right to an Admission and Discharge (A & D) hearing relative to the infraction which caused the involuntary transfer.

Students determined to have enrolled in a school by falsifying attendance or residency records shall be returned to their school of residence immediately. These students will not qualify as Priority A or B students even if they otherwise meet the stated priority criteria.

Students requesting a transfer to their school of residence, after having been accepted into another school through the open enrollment process, will not be guaranteed a place in their school of residence. Students must reapply in writing for Open Enrollment placement at their school of residence within the designated Open Enrollment timeline.

*Legal Reference:***EDUCATION CODE***35160 Authority of governing boards**35160.1 Broad authority of school districts**35160.5 District policies; rules and regulations**35291 Rules**35350 Transportation of students**35351 Assignment of students to particular schools**29 Ops. Cal. Atty. Gen. 63***GOVERNMENT CODE***53312.7 Establishment of community facilities district; goals and policies**Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879**Crawford v. Board of Education (1976) 17 Cal.3d 280***POLICY**

adopted: February 8, 1999

revised: November 17, 2003

revised: December 8, 2003

revised: February 11, 2008

revised: December 15, 2009

revised: March 8, 2011

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

HEALTH EXAMINATIONS

The ~~Governing~~ Board of Trustees recognizes the importance of periodic health examinations conducted according to state health regulations. To determine the health status of students, facilitate the removal of handicaps to learning, and determine whether special adaptations of the school program may be necessary, the Board shall require that periodic examinations be conducted which include tests for vision, hearing, and scoliosis.

All personnel employed to examine students shall exercise proper care of each student being examined and shall ensure that the examination results are kept confidential. (Education Code §49450)

A parent/guardian may annually file a statement with the principal withholding consent to any physical examination of his/her child. The child shall be exempt, but shall be subject to exclusion due to a suspected contagious or infectious disease. (Education Code §49451)

(cf. 5163—Infectious Diseases)

The principal of each school shall notify parents/guardians of the rights of students and parents/guardians relating to health examinations.

The Board may from time-to-time require reports regarding the numbers of students found to have physical problems and the effort made to correct them. (Education Code §49457)

Vision

Students shall have their vision tested by qualified personnel authorized by the District. (Education Code §49452, §49454)

Students shall have their vision examined upon first enrollment in elementary school. Further examinations shall take place every three years until the student has completed eighth grade. The results of the vision appraisal shall be entered into the student's health record. All students shall be tested for visual acuity. Color vision shall be tested once and only in male students. (Education Code §49455)

~~The above e~~Evaluation of a student's vision may be waived ~~at the parent's/guardian's request by request~~ if the parent/guardian presents a certificate from either a medical doctor or an optometrist stating the results of an examination of the student's vision including visual acuity, and, in male children, color vision.

Visual defects, or any other defects, found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The written report shall not include a referral to any private practitioner. (Education Code §49456)

HEALTH EXAMINATIONS (continued)

The student may be referred to a public clinic, or diagnostic and treatment center operated by a public hospital or by the state, county or city department of public health. (Education Code §49456)

Hearing

Students shall have their hearing tested by qualified personnel authorized by the ~~D~~istrict upon first entry into the California public ~~s~~School ~~s~~System and in ~~G~~grades K, 2, 5, 8, and 10. The parent/guardian of students who fail the hearing test will receive written notification of the test results with a referral for further examination. (Code of Regulations, Title 17,2951)

Scoliosis Screening

The Board shall provide for the screening of students for the condition known as scoliosis. Every female student in the seventh grade and every male student in the eighth grade shall be screened. The screening shall follow the standards established by the State Department of Education and shall be performed by qualified personnel as specified by law. (Education Code §49452.5)

Persons performing the screening shall not solicit, encourage or advise treatment of the student for scoliosis. The same shall apply to any other condition discovered in the course of the screening for scoliosis. (Education Code §49452.5)

The parent/guardian of any student suspected of having scoliosis shall be notified. The notice shall include an explanation of scoliosis and the significance of treatment at a early age. A referral to appropriate community resources for diagnosis and treatment shall be made. (Education Code §49452.5)

~~(cf. 5111—Admission)~~

~~(cf. 5165.1—Immunizations)~~

~~(cf. 5163—Infectious Diseases)~~

Interscholastic Athletic Competition

All students who participate as cheerleaders, marching band members, members of auxiliary field units, or athletes in interscholastic sports are required to have on file a current medical examination performed by a Doctor of Medicine (M.D.), Doctor of Osteopathic Medicine, or a physician's assistant with their supervising M.D.'s signature of approval. Compliance with the medical examination requirement is not necessary for participants in a play day or a field day activity occurring occasionally during a school year in which students of one or more particular grade levels from two or more schools in the ~~D~~istrict participate in athletic contests.

HEALTH EXAMINATIONS (continued)

If a student sustains an injury or serious illness, the student may be required by school personnel to have another examination prior to further interscholastic competition.

A student who has been excused from the physical education program because of a medical reason may not participate in any interscholastic athletic competition.

All students engaging in interscholastic athletic competition are required to meet accident insurance requirements prescribed by law.

~~(cf. 5177—Insurance)~~

Legal Reference:

EDUCATION CODE

48211-48214 *Persons excluded*

48400-49410 *General powers-school boards (re student health)*

49450-49458 *Physical examinations (of students)*

HEALTH AND SAFETY CODE

3380-3389 *Immunization against communicable diseases*

3400-3409 *Tuberculosis tests for students*

CODE OF REGULATIONS, TITLE 17

6000-6075 *School attendance immunization requirements*

CODE OF REGULATIONS, TITLE 5

590-596 *Vision screening*

Policy
adopted: August 18, 1997
revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED
11-22-11

President Brick called the meeting to order at 5:30 p.m. Trustee Palazzo stated for the record Trustees received no written materials for closed session agenda items 3B and 3D. The Board recessed to closed session to confer with Legal Counsel regarding Existing Litigation (2 cases); discuss Public Employee Discipline/Dismissal/Release; discuss Student Expulsions (seven cases); and discuss CSEA/CUEA/CUMA/Teamsters negotiations.

Trustee Alpay arrived in closed session at 5:35 p.m.

The regular meeting of the Board reconvened to open session and was called to order by President Brick at 7:00 p.m.

The Pledge of Allegiance was led by Trustee Bryson.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, Pritchard, and
Student Advisor Ryan Pallas

Absent: Trustee Hatton

A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org

Permanent Record

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adopt the Board agenda.

**Adoption of the
Board Agenda**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

President Brick asked Trustee Pritchard to facilitate the meeting.

**President's
Announcement**

Trustee Pritchard reported the following action taken during closed session:

Agenda Item #3 A1– Conference with Legal Counsel-Existing Litigation:

**President's Report
From Closed
Session Meeting**

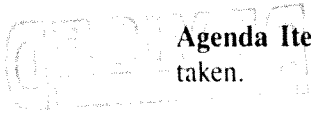
Case No. 30-2010-00430720
Lopez v. CUSD

The Board gave direction to staff.

Agenda Item #3 A2– Conference with Legal Counsel-Existing Litigation:

Case No. 30-2011-00444363
Last vs. Commission on Professional Competence & Real Party in Interest, CUSD

The Board gave direction to staff.



Agenda Item #3 B – Public Employee Discipline/Dismissal/Release: No action was taken.

Agenda Item #3 C1– Student Expulsions:

The Board voted 6-0 to expel the following student with staff recommendations: Case #2012-003.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and Pritchard
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

Agenda Item #3 C2–C7 – Student Expulsions:

The Board voted 5-0 to expel the following students by stipulated agreement: Case #2012-002, #2012-004, #2012-005, #2012-006, #2012-007, and #2012-008.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Pritchard
NOES: None
ABSENT: Trustees Alpay and Hatton
ABSTAIN: None

Agenda Item #3 D – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

The Contributing Academic Resources to Education (CARE) Foundation was recognized for their support of the District through fundraising and arranging partnerships with corporations in the community to enhance the quality of education for every student.

**Special
Recognitions**

Student Body President Jake Stilwell from Capistrano Valley High School presented a report on activities taking place at the high school.

**Student Body
Report**

Trustee Bryson thanked R.H. Dana ENF Principal Judy Dore for escorting her around the school and for providing an appreciation luncheon for District employees who assisted with repairing the school after the vandalism. Trustee Bryson shared it was a joyful experience for her to see students achieving their goals in the classrooms.

**Board and
Superintendent
Comments**

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

**Oral
Communications**

The following speakers addressed the Board:

- *Mark Klein spoke in regards to the investigation of Coach Eric Patton.*
- *Chris Hopkins shared his concerns regarding student requirements for the magazine sale fundraiser at Ladera Ranch Middle School.*

PUBLIC HEARING

Trustee Pritchard announced the Public Hearing open at 7:19 p.m. regarding the approval of a tentative agreement with CUEA. There being no speakers to address the Board, Trustee Pritchard declared the Public Hearing closed at 7:20 p.m.

**CUEA Tentative
Agreement
Agenda Item 1**

DISCUSSION/ACTION

Assistant Superintendent Jodee Brentlinger stated the purpose of this item is to seek approval of the tentative agreement between the District and the Capistrano Unified Education Association (CUEA). Mrs. Brentlinger stated both teams agreed to maintain the status quo of the current contract provisions surrounding wages and class size. For the 2012 plan year only, the District will increase its contributions to unit member health benefit premium costs. The plan includes no additional premium costs for employees covered under the Health Maintenance Organization (HMO) plan. This fact along with the significant cost differential between the Point of Service (POS) and the Health Maintenance Organization (HMO) or Kaiser HMO plans will promote additional migration from POS.

**CUEA Tentative Agreement
Agenda Item 2**

The following speakers addressed the Board:

- *Vicki Soderberg stated CUEA employees voted overwhelmingly to ratify the tentative agreement and commented this agreement is proof the District and CUEA can work together for the students, for the teachers, and for the future of public education.*

Following discussion it was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 4-2 vote to approve the tentative agreement with CUEA for July 1, 2011 through June 30, 2012.

AYES: Trustees Alpay, Brick, Bryson, Pritchard, and
Student Advisor Ryan Pallas
NOES: Trustees Addonizio and Palazzo
ABSENT: Trustee Hatton
ABSTAIN: None

Deputy Superintendent Ron Lebs introduced Douglas Johnson, president of National Demographics Corporation to assist with the presentation of this item. Mr. Johnson stated the first step in the process of establishing new Trustee areas is to adopt criteria by which the analysis of the new voting districts will be performed and measured. Mr. Johnson reviewed the election/redistricting laws and procedures, the current Trustee boundaries, proposed schedule and optional services, and solicited input from Trustees.

**Trustee Area
Boundaries
Agenda Item 3**

It was moved by Trustee Bryson to approve Resolution No. 1112-25 but the motion failed for lack of a second.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve Option I, Basic Process.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

Following further discussion, it was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 4-2 vote to approve Resolution No. 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries with the following modifications:

- Numbers one through five remain the same
- Number six is stricken entirely
- Number seven is changed to follow municipal boundaries
- Number eight remains the same
- Number nine is stricken entirely
- Number ten remains the same

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, and Pritchard
NOES: Trustees Bryson, Palazzo, and Student Advisor Ryan Pallas
ABSENT: Trustee Hatton
ABSTAIN: None

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 6-0 vote to approve only the basic redistricting procedure with no online redistricting application. Trustee Alpay requested a roll call vote.

ROLL CALL: AYES Trustees Alpay, Brick, Palazzo, and Pritchard
NOES: Trustees Addonizio, Bryson, and Student Advisor Ryan Pallas
ABSENT: Trustee Hatton
ABSTAIN: None

Assistant Superintendent Julie Hatchel provided Trustees with an update on the Mandarin Immersion Program (MIP) at Bergeson Elementary School. Mrs. Hatchel reported the following: staff has established a program model for the language instruction within the MIP; developed an Intent to Enroll form available on the District website and 160 forms have been submitted; set up an MIP fundraising group under the umbrella of the Bergeson foundation; parents are receiving weekly program updates from Principal Barbara Scholl via the school's Listserv newsletter; staff is bringing forward revisions to the open enrollment Board policy to allow staff to begin enrolling MIP students in December; preparations for recruiting teachers has begun; collaborative partnerships are being pursued for a Chinese sister school and community organizations; and staff has submitted paperwork for licensing the preschool program which will hopefully open in the spring.

**Mandarin
Immersion
Program Update
Agenda Item 4**

Trustee Alpay stated the two way immersion link on the District's Listserv is not language specific and requested staff provide clarification on the Listserv regarding the Mandarin Immersion Program. Trustee Alpay also requested staff poll MIP parents regarding their interest in using the Singapore math program.

Deputy Superintendent Ron Lebs stated staff presented an overview of school facility mitigation and Community Facilities Districts (CFD) mechanics at the September 26, 2011, Board meeting. Mr. Lebs explained part two of the presentation focuses on the District's CFDs and facility funding options with the goal of laying the foundation for policy decisions and operational direction as it relates to future housing development and subsequent school facility needs. Mr. Lebs presented a PowerPoint and reviewed the agenda exhibits covering the CFD budgets, authorized funding sources by site, sources and uses of funds summary, and expenditure of special taxes.

**CFD Overview
Part Two
Agenda Item 5**

Assistant Superintendent Sara Jocham explained the approval of the settlement agreement with the Orange County Social Services Agency will resolve a dispute regarding the payment of board and care costs for special education students in residential treatment centers for the time period of July 1, 2010, through October 7, 2010, due to changes in mental health funding at the state level. The agreement will allow the District to settle this claim without litigation by paying 40 percent of the board and care costs.

**Tort Claim
Settlement
Agreement
Agenda Item 6**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 6-0 vote to approve the settlement agreement with Orange County Social Services Agency in the amount of \$175,552.61 to resolve the Government Tort Claim.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

Assistant Superintendent Julie Hatchel provided a summary of the 2011 Accountability Progress Report along with additional standardized assessment results from the 2010-2011 academic year.

**Accountability
Progress Report
Agenda Item 7**

Deputy Superintendent Ron Lebs explained how attendance for the power outage closure of schools on Friday, September 9 was treated. Mr. Lebs stated for the 2011-2012 school year, the District can legally reduce the number of instructional days from 180 to 175 days and still receive funding from the state without seeking an attendance waiver.

**Treatment of
Student
Attendance for
September 9
School Closure
Agenda Item 8**

Student Advisor Ryan Pallas left the dais at 9:20 p.m.

Deputy Superintendent Ron Lebs introduced Executive Director Randy Rowles who reported on the progress of the Compressed Natural Gas (CNG) Fueling Facility project. Mr. Rowles updated Trustees on the project's activity in September and October 2011, and future activities for November and December.

**CNG Fueling
Facility Project
Update
Agenda Item 9**

Deputy Superintendent Ron Lebs, along with Executive Director Randy Rowles, and Director Cary Brockman presented this item. Mr. Brockman stated in 1999, the District and the City of San Juan Capistrano executed a Joint Facility Use Agreement for the construction and operation of an outdoor roller hockey facility on the campus of Marco Forster Middle School. The original agreement has expired and the city is requesting a continuation of the agreement. Since roller hockey is no longer as popular in the community, the city desires to change the designated use to a roller hockey/multi-purpose facility allowing other types of uses. The revised agreement has been reviewed by legal counsel from the District and the city.

**Joint Facility Use
Agreement
Agenda Item 10**

Trustees Addonizio and Palazzo expressed their concerns over the removal of section six in the original joint use agreement from the revised agreement. Trustees Addonizio and Palazzo also asked staff to provide the written opinion of the District's legal counsel on this joint use agreement. Trustee Addonizio requested her concerns that the facilities could be sold to a third party be noted for the record.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 4-2 vote to approve the Joint Facility Use Agreement between the District and the City of San Juan Capistrano for the roller hockey/multipurpose facility at Marco Forster Middle School.

AYES: Trustees Alpay, Brick, Bryson, and Pritchard
NOES: Trustees Addonizio and Palazzo
ABSENT: Trustee Hatton
ABSTAIN: None

Assistant Superintendent Julie Hatchel stated this is the second reading of Board Policy 5165, *Health Examinations*, and no changes have been made since the first reading at the October 26 Board meeting. However, staff is moving forward with standardizing the District's existing health forms as the result of comments made by speakers at the first reading of this policy on October 26.

**Board Policy
Revisions
Agenda Item 11**

The following speaker addressed the Board:

- Beth Grivett expressed her concern that the revision to this policy requires physician assistants, who perform the physical exams, to have their supervising doctor's signature of approval.

Trustee Alpay requested staff to provide clarification on the liability requirements regarding physician assistants' ability to perform health exams without requiring a doctor's signature.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to continue the revisions to Board Policy 5165, *Health Examinations* to the November 30 Board meeting.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, Pritchard
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

Assistant Superintendent Julie Hatchel stated revisions to Board Policy 5111, *Student Admission*, were made to align with the passage of the Kindergarten Readiness Act which changes the deadline to register children entering kindergarten. Legal documents required to verify the child's age for enrollment were also revised.

**Board Policy
Revisions
Agenda Item 12**

Assistant Superintendent Julie Hatchel stated two changes for Board Policy 5119, *Open Enrollment*, are being recommended. One, to allow siblings to apply for an open enrollment year round and two, to facilitate an early open enrollment window the first week of December for the Mandarin Immersion Program (MIP). Mrs. Hatchel explained for this year there would be a benefit to opening the open enrollment window in December to allow those who want to enroll in MIP the opportunity to know they are in the program so they can begin fundraising and supporting the establishment of the program.

**Board Policy
Revisions
Agenda Item 13**

Assistant Superintendent Julie Hatchel stated bullying and cyber bullying has become a growing national concern. In order to be effective in dealing with this issue, administrators, staff, students, and parents need to be clear of its definition and what steps should be taken if an offense occurs. Board Policy 5141 expands the current policy to address the bullying issue.

**Board Policy
Revisions
Agenda Item 14**

Trustee Bryson requested the words "demeanor" and "intrinsic motivation" be removed from this policy as the meanings are too vague/broad. Trustee Alpay requested staff include case law regarding cyber bullying in the revised policy.

Deputy Superintendent Ron Lebs stated there was nothing new to report this month.

**Division of State
Architect Update
Agenda Item 15**

Trustee Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 25 and 29 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the following Consent Calendar items:

Minutes of the October 26, 2011, regular Board meeting.

**Minutes
Agenda Item 16**

Annual Organizational Meeting of the Board of Trustees.

**Annual
Organization
Meeting
Agenda Item 17**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1112-001 through #1112-004.	California High School Exit Exam Agenda Item 18
Adoption of <i>Kiffe Kiffe Demain (Kiffe Kiffe Tomorrow)</i> written by Faiza Guene and published by Hachette Litteratures ©2004, for a seven-year period.	Instructional Materials Agenda Item 19
Adoption of <i>Imaginez: Le français sans frontières 2nd edition</i> written by Cherie Mitschke and published by Vista Higher Learning ©2012, for a seven-year period.	Instructional Materials Agenda Item 20
Adoption of <i>Success for Teens</i> written by the editors of the Success Foundation and published by Success Books ©2008, for a seven-year period.	Instructional Materials Agenda Item 21
Agreement with the Orange County Superintendent of Schools to facilitate the School Readiness Initiative Grant for the provision of training and technical assistance.	School Readiness Initiate Grant Agreement Agenda Item 22
Purchase orders, warrants, and previously Board approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 23
Resolution No. 1112-24, Transition Partnership Project Interagency Agreement Augmentation with the Department of Rehabilitation.	Transition Partnership Project Agenda Item 24
Health Services for Science Camp for Ladera Ranch Elementary School, Leisure Care Nurses Registry.	Independent Contractor Agreement Agenda Item 26
Historical social-science assemblies throughout the District, California Weekly Explorer, Incorporated.	Independent Contractor Agreement Agenda Item 27
Construction management services for the San Juan Hills High School Stadium Phase II project, Edenco, Incorporated.	Consulting Agreement Agenda Item 28
Amendment to the school bus service agreement with JSerra Catholic High School, adding the ability to provide bus rental services for District owned buses.	Bus Services Agreement Agenda Item 30
Resignations, retirements, and employment of classified personnel.	Resignations/Retirements/ Employment (Classified Personnel) Agenda Item 31

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 32**

Visiting Educator assignment to Orange County Department of Education, Karin Foster.

**Visiting Educator
Agenda Item 33**

Authorization of coaches to provide first semester physical education credit.

**Coaches
Agenda Item 34**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and
Pritchard
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

Trustee Addonizio asked if the audit is completed and if the District had filed for an extension with the IRS. Executive Director David Carter responded there was an original extension and the District submitted everything through Orrick within the timeline given with the extension. The IRS is now reviewing the information and the District has not received notification the file has been closed.

**IRS TRANS Audit
Agenda Item 25**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve the contract agreement with Orrick, Herrington, & Sutcliffe LLP, for services related to the IRS audit of the 2009A Tax Revenue Anticipation Note (TRANS) Issuance.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and
Pritchard
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

Trustee Bryson asked if staff requested a ten percent reduction in rates. Deputy Superintendent Ron Lebs responded he would find out and report back to Trustees. Trustee Bryson asked if staff has inquired if Public Broadcasting System would assist the District with broadcasting Board meetings as she has requested in the past. Superintendent Farley responded he had investigated Trustee Bryson's previous request and there is a fee for broadcasting Board meetings. Superintendent Farley added he would provide Trustees with background information on the recording and broadcasting of Board meetings.

**Television
Broadcasting
Agreement
Agenda Item 29**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve the agreement for Television Broadcasting and Consulting Services, PBS SOCAL/KOCE-TV Foundation.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and
Pritchard
NOES: None
ABSENT: Trustee Hatton
ABSTAIN: None

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adjourn the meeting. **Adjournment**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and Pritchard

NOES: None

ABSENT: Trustee Hatton

ABSTAIN: None

Trustee Pritchard announced the meeting adjourned at 10:05 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

DONATED BY	AMOUNT	PURPOSE	SCHOOL
ACE Equities, Incorporated	\$479.00	technology	Ladera Ranch Middle School
Active Network	\$611.55	supplies for teachers	Aliso Niguel High School
Aliso Niguel High School PTSA	\$0.00	donation of 2 Motorola Radios	Aliso Niguel High School
Aliso Niguel High School PTSA	\$0.00	donation of 2 Motorola Radios	Aliso Niguel High School
Aliso Niguel High School PTSA	\$0.00	donation of 100 books-Catcher in the Rye	Aliso Niguel High School
Aliso Niguel High School PTSA	\$0.00	donation of 63 books to library	Aliso Niguel High School
Aliso Niguel High School PTSA	\$0.00	donation of 2 document cameras & 2 bundles	Aliso Niguel High School
Aliso Niguel High School PTSA	\$0.00	donation of 3 document cameras & 1 bundle	Aliso Niguel High School
Aliso Niguel High School PTSA	\$0.00	donation of 2 document cameras & 1 bundle	Aliso Niguel High School
Aliso Niguel High School PTSA	\$2,486.94	license for plagiarism detection service	Aliso Niguel High School
Aliso Niguel High School PTSA	\$5,605.48	purchase ten document cameras & two projectors	Aliso Niguel High School
Arroyo Vista Children's Theater	\$2,226.00	stage curtain for multi-purpose room	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$15,750.00	primary music	Arroyo Vista Elementary School
Assistance League of Capistrano Valley	\$202.00	Links to Learning Grant - Michelle Balogh	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$330.00	Links to Learning Grant - Ron McDevitt	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$431.00	Links to Learning Grant - Monique Reilly	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$433.00	Links to Learning Grant - Amanda Ferguson	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$433.00	Links to Learning Grant - Jackie Simmons	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$500.00	Links to Learning Grant - Juanita Riddle	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$500.00	Accelerated Reader Grant - Wendy Sottile	Marco Forster Middle School
Assistance League of Capistrano Valley	\$500.00	Accelerated Reader Grant - Diane Gray	Marco Forster Middle School
Assistance League of Capistrano Valley	\$500.00	Accelerated Reader Grant - Cathy Rodriguez	Marco Forster Middle School
Assistance League of Capistrano Valley	\$500.00	Accelerated Reader Grant - Nick Corbin	Marco Forster Middle School
Barcelona Hills Elementary School PTA	\$284.00	Scholastic site donation	Barcelona Hills Elementary School
Bathgate Elementary School Foundation	\$9,900.00	fifth-grade science camp	Bathgate Elementary School
Bathgate Elementary School Foundation	\$21,000.00	primary music	Bathgate Elementary School
Bathgate Elementary School PTA	\$4,000.00	Accelerated Reader program	Bathgate Elementary School
Bathgate Elementary School PTA	\$7,000.00	field trips for 2011-2012 school year	Bathgate Elementary School
Bergeson Elementary School Foundation	\$500.00	primary music	Marian Bergeson Elementary School
Bergeson Elementary School Foundation	\$567.60	Discovery United Streaming 2011-2012	Marian Bergeson Elementary School
Bergeson Elementary School Foundation	\$872.00	teacher stipends science camp	Marian Bergeson Elementary School
Bergeson Elementary School Foundation	\$950.00	fourth-grade field trip	Marian Bergeson Elementary School
Bergeson Elementary School Foundation	\$10,000.00	Reading Intervention program	Marian Bergeson Elementary School
Bergeson Elementary School Foundation	\$15,949.44	fifth-grade science camp	Marian Bergeson Elementary School
Short-Term Liquidity Account	\$500.00	supplies	Wagon Wheel Elementary School
California Council of Physical Fitness	\$5,000.00	physical education equipment	Kinoshita Elementary School
Canyon Vista Elementary School PTA	\$21,000.00	primary music	Canyon Vista Elementary School
Capistrano Valley High School Foundation	\$6,450.00	School Loop	Capistrano Valley High School
Carl Hankey International Ed. Foundation	\$893.20	Discovery United Strmg 2011-2012	Carl Hankey Elementary School
Castille Elementary School PTA	\$284.00	Scholastic site license fee	Castille Elementary School
Castille Elementary School PTA	\$527.96	Epson projector	Castille Elementary School
Castille Elementary School PTA	\$10,500.00	primary music	Castille Elementary School
Chaparral Elementary School PTA	\$928.00	4th/5th grade planners	Chaparral Elementary School
Chaparral Elementary School PTA	\$2,208.90	Time for Kids Magazine subscription	Chaparral Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
City of Aliso Viejo	\$2,500.00	After School Homework Club	Don Juan Avila Middle School
Clarence Lobo Elementary School PTA	\$10,500.00	primary music	Clarence Lobo Elementary School
Concordia Elementary School PTA	\$712.80	Discovery United Strmg 2011-2012	Concordia Elementary School
Concordia Elementary School PTA	\$872.00	second grade Kellogg field trip	Concordia Elementary School
Concordia Elementary School PTA	\$4,400.00	science camp	Concordia Elementary School
Concordia Elementary School PTA	\$8,000.00	art program	Concordia Elementary School
CR&R, Incorporated	\$1,000.00	a cash donation	Capistrano Valley High School
Dana Hills High School PTA	\$2,377.00	Read 180 Software	Dana Hills High School
Dana Hills High School PTA	\$3,340.32	Turn-it-in Software	Dana Hills High School
Del Obispo Elementary School PTA	\$477.40	Discovery United Strmg 2011-2012	Del Obispo Elementary School
Don Juan Avila Elementary School PTA	\$107.61	Art Masters supplies	Don Juan Avila Elementary School
Don Juan Avila Middle School PTA	\$5,467.01	grant for six Dell computers	Don Juan Avila Middle School
Dougherty and Dougherty Architects LLP		Brother fax machine	Education Services Department
Echelberger Group	\$5,000.00	supplies	Vista del Mar Elementary School
George White Elementary School	\$724.90	Video Streaming 2011-2012	George White Elementary School
George White Elementary School PTA	\$21,000.00	primary music	George White Elementary School
Harold Ambuehl Elementary School PTA	\$10,500.00	primary music	Harold Ambuehl Elementary School
Hidden Hills Elementary School PTA	\$2,084.84	Art Masters program	Hidden Hills Elementary School
Ms. Joelle Aguilar	\$100.00	a cash donation	Las Palmas Learning Link
John Klabius, President, Voice Solutions		various computer and printer supplies	CUSD Technology Department
John Malcom Elementary School PTA	\$10,500.00	kindergarten music	John Malcom Elementary School
John Malcom Elementary School PTA	\$1,742.72	periodicals for classrooms	John S. Malcom Elementary School
John Malcom Elementary School PTA	\$4,210.00	JiJi Math program	John S. Malcom Elementary School
Ladera Ranch Education Foundation	\$2,900.00	grant to Sheryl Russell	Chaparral Elementary School
Ladera Ranch Education Foundation	\$5,845.00	primary music	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$5,296.00	grant for laptops, digital camera, LCD projector	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$6,035.00	technology grant	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$7,228.50	technology	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$1,000.00	office supplies	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$2,342.82	office supplies-computers	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$2,595.83	projectors for student instruction	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$3,952.57	Content Standards program	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$11,090.00	6 iMacs and 2 iBooks	Oso Grande Elementary School
Ladera Ranch Elementary School PTA	\$30,905.00	primary music	Ladera Ranch Elementary School
Ladera Ranch Middle School PTA	\$3,499.51	reimburse 3 computer invoices	Ladera Ranch Middle School
Laguna Niguel Elementary School Foundation	\$915.00	instructional supplies	Laguna Niguel Elementary School
Las Flores Elementary School Booster Club	\$4,400.00	science camp 2012	Las Flores Elementary School
Las Flores Elementary School PTA	\$176.94	Art Masters supplies	Las Flores Elementary School
Las Flores Middle School PTA	\$1,258.40	Discovery United Streaming 2011-2012	Las Flores Middle School
Lifetouch National School Studies	\$693.00	a cash donation	Kinoshita Elementary School
Mako Educational Foundation	\$135.00	Fraction Nation grant	Vista del Mar Middle School
Mako Educational Foundation	\$9,363.77	computer lab grant	Vista del Mar Middle School
Mako Educational Foundation	\$21,738.82	computer lab grant	Vista del Mar Middle School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Malcom Elementary School PTA	\$5,000.00	Instructional Assistant	John Malcom Elementary School
Marblehead Elementary School PTA	\$600.00	Art Masters program	Marblehead Elementary School
Marblehead Elementary School PTA	\$655.00	third-grade field trip	Marblehead Elementary School
Marco Forster Middle School ASB	\$3,740.83	science funds	Marco Forster Middle School
Marian Bergeson Elementary School PTA	\$5,500.00	Art Masters program	Marian Bergeson Elementary School
Moulton Elementary School PTA	\$10,000.00	primary music	Moulton Elementary School
Mr. and Mrs. James Nielsen	\$100.00	a cash donation	Las Palmas Learning Link
Mr. and Mrs. James Nielsen	\$100.00	a cash donation	Las Palmas Learning Link
Mr. Joseph Duran	\$100.00	a cash donation	San Juan Learning Link
Mr. Kurt Severson	\$100.00	a cash donation	San Juan Learning Link
Mr. Patrick Keenan	\$100.00	a cash donation	Las Palmas Learning Link
Mr. Uykong Ngo	\$100.00	a cash donation	San Juan Learning Link
Mrs. Andrea Rafferty	\$100.00	a cash donation	Las Palmas Learning Link
Mrs. Corinne Preisler	\$100.00	a cash donation	Las Palmas Learning Link
Mrs. Heather Gormick	\$100.00	a cash donation	Las Palmas Learning Link
Mrs. Kandas Vaccarezza	\$100.00	student supplies	Don Juan Avila Middle School
Ms. Alison Loper	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Anel Garcia	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Carolina Contreras	\$100.00	a cash donation	San Juan Learning Link
Ms. Carrie Hill	\$100.00	a cash donation	San Juan Learning Link
Ms. Catherine Breton	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Claudia Rohm	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Delia Cruz	\$100.00	a cash donation	San Juan Learning Link
Ms. Dora Stone	\$100.00	a cash donation	San Juan Learning Link
Ms. Erika Cruz	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Erin Heller	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Hasti Adlparvari	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Janice Knight	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Jennifer Sullivan	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Jessie Vanscheik	\$100.00	a cash donation	San Juan Learning Link
Ms. Kathryn Erspamer	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Keiko Narvaez	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Kremena Y. Dimitrova	\$100.00	a cash donation	San Juan Learning Link
Ms. Kristin Jones	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Laurie R. Melby	\$100.00	art program	Bernice Ayers Middle School
Ms. Laurie R. Melby	\$200.00	supplies	Clarence Lobo Elementary School
Ms. Lequi Colwell	\$100.00	a cash donation	San Juan Learning Link
Ms. Linda K. Hannawalt	\$400.00	classroom support	Arroyo Vista Middle School
Ms. Lindsey Denison	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Margarita Pedraza	\$100.00	a cash donation	San Juan Learning Link
Ms. Marii Baker	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Michele Awtry	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Mickey Mondino	\$100.00	a cash donation	San Juan Learning Link
Ms. Monire Asgari	\$100.00	a cash donation	Las Palmas Learning Link

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ms. Nicole Davis	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Rahima Akter	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Shahnaz Saeed	\$100.00	a cash donation	Las Palmas Learning Link
Ms. Suzanne Densley	\$100.00	a cash donation	San Juan Learning Link
Ms. Veronica Quirarte	\$100.00	a cash donation	Las Palmas Learning Link
Oak Grove Elementary School PTA	\$21,000.00	primary music	Oak Grove Elementary School
Pacific Gas & Electric Corp Foundation	\$600.00	student materials	Concordia Elementary School
Palisades Elementary School PTA	\$1,632.00	fifth-grade camp	Palisades Elementary School
Ralphs Grocery Company/Kroger	\$556.71	student supplies	Del Obispo Elementary School
RH Dana Elementary School PTA	\$1,293.90	Art Masters program	RH Dana Elementary School
RMIQ Foundation	\$8,500.00	salaries for RMIQ	Moulton Elementary School
San Juan Capistrano Education Foundation	\$11,900.00	Sea World field trip	Ambuehl Elementary School
San Juan Elementary School PTA	\$3,800.00	field trip transp and entrance fees	San Juan Elementary School
Shorecliffs Middle School PTA	\$1,757.88	computers for PE locker rooms	Shorecliffs Middle School
Simonson Photography, Incorporated	\$250.00	instructional supplies	George White Elementary School
Specular Interactive, Incorporated	\$1,000.00	primary music	Tijeras Creek Elementary School
Spree Bird	\$106.39	supplies	Arroyo Vista Elementary School
Spree Bird	\$205.91	supplies	Arroyo Vista Elementary School
Spree Bird	\$108.36	supplies	Bathgate Elementary School
Spree Bird	\$119.43	supplies	Don Juan Avila Elementary School
Spree Bird	\$276.45	technology supplies	Ladera Ranch Elementary School
Target Take Charge of Education	\$222.62	materials and supplies	San Juan Elementary School
Target Take Charge of Education	\$1,781.75	supplies	Wagon Wheel Elementary School
Tesoro High School PTA	\$3,072.12	a cash donation	Tesoro High School
Tijeras Creek Elementary School PTA	\$10,500.00	primary music	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$765.60	Discovery Learn Software License	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$2,288.00	science camp	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$10,500.00	primary music	Truman Benedict Elementary School
United Way Silicon Valley	\$100.00	technology	Ladera Ranch Elementary School
Vista Del Mar 5th Grade Science Camp	\$760.00	sixth-grade science camp	Vista del Mar Middle School
Vista del Mar Elementary School Foundation	\$270.00	Starfall computer grant	Vista del Mar Elementary School
Vista del Mar Elementary School Foundation	\$846.84	third-grade scholastic	Vista del Mar Elementary School
Vista del Mar Elementary School Foundation	\$1,500.00	Fast Math computer grant	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$140.00	supplies for Julia Ferguson's class	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$2,000.00	Homework Club	Vista del Mar Elementary School
Vista del Mar Mako Educational Foundation	\$291.67	History Day	Vista del Mar Middle School
Vista del Mar Mako Educational Foundation	\$1,000.00	document cameras	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$231.22	supplies for teachers	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$291.33	art supplies	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$773.30	Discovery Learn Software License	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$4,207.17	Accelerated Reading program	Wagon Wheel Elementary School
Western Digital and Mr. Dan Flynn	\$400.00	gift	Marblehead Elementary School

AMENDMENT TO AGREEMENT NO. I1112040

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LET'S TALK SPEECH & LANGUAGE THERAPY

RATE INCREASE

Let's Talk Speech and Language Therapy original fee schedule (Exhibit A) specified a per half an hour session rate of \$62.50. Let's Talk Speech and Language Therapy requests the rate be increased to \$67.50 per half an hour session. All other rates specified in Exhibit A shall remain the same.

Except as set forth in this Amendment to Agreement, and Board approved on August 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Let's Talk Speech & Language Therapy

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Amendment Board Approval Date: December 12, 2011

EXHIBIT A

Let's Talk Speech and Language Therapy

7 Merriweather Place
Ladera Ranch, CA 92694
Phone: (949)388-6979
Fax: (949)388-6073
letstalkspeech@cox.net

FEES FOR SPEECH AND LANGUAGE THERAPY SERVICES**EVALUATIONS**

- \$135.00 Per hour
 - Estimated time for a language evaluation – 2 hours
 - Estimated time for an articulation evaluation – ½ hour

REPORTS

- \$135.00 flat rate

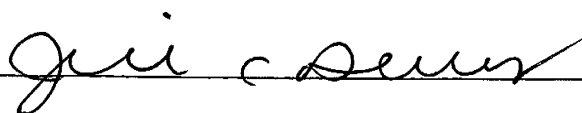
TREATMENT

- \$135.00 per hour session
- ~~\$62.00~~ per half an hour session **\$67.50**

IEP ATTENDANCE

- \$135.00 per hour

By: _____



Date: _____

9/14/11

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. 11112040



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Let's Talk Speech & Language Therapy 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 required;

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:** Independent educational evaluations (IEE) for speech and language evaluations for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy **CONTRACT No.** 11112040

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. Expenses: DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. Independent Contractor: CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. 11112040

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. I1112040

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy **CONTRACT No.** 11112040

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. I1112040

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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Let's Talk Speech & Language Therapy
7 Merriweather Place
Ladera Ranch, CA 92694

20. 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.

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. 11112040

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Scope of Practice</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 9th DAY OF August, 2011.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

August 8, 2011

Board Approval Date

Initials/Date BH - 7/13/11

Let's Talk Speech & Language Therapy

Contractor Name

Signature: Jill C. Dews

Jill C. Dews

Typed or Printed Name

Speech-Language Pathologist

Title

42-157-1603

Taxpayer Identification Number

EXHIBIT A

Let's Talk Speech and Language Therapy

7 Merriweather Place
Ladera Ranch, CA 92694
Phone: (949)388-6979
Fax: (949)388-6073
letstalkspeech@cox.net

FEES FOR SPEECH AND LANGUAGE THERAPY SERVICES**EVALUATIONS**

- \$135.00 Per hour
 - Estimated time for a language evaluation – 2 hours
 - Estimated time for an articulation evaluation – ½ hour

REPORTS

- \$135.00 flat rate

TREATMENT

- \$135.00 per hour session
- ~~\$62.00~~ per half an hour session **\$67.50**

IEP ATTENDANCE

- \$135.00 per hour

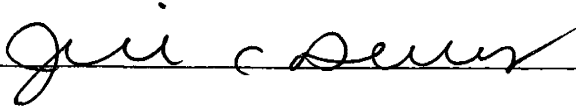
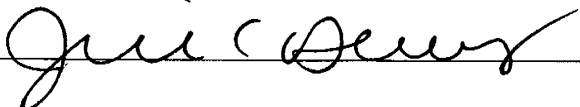
By:  Date: 9/14/11

Exhibit B

Scope of Practice

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

By:  Date: 9/14/11



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Dr. Rienzi Haytasingh, LLC 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 required;

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:** Independent educational evaluations and services for neuropsychological and psychoeducational assessments to CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Dr. Rienzi Haytasingh, LLC CONTRACT No. I1112085

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Dr. Rienzi Haytasingh, LLC
8414 Lemon Ave.
La Mesa, CA 91941

20. 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.

CONTRACTOR'S NAME: Dr. Rienzi Haytasingh, LLC CONTRACT No. I1112085

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Scope of Practice</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

Dr. Rienzi Haytasingh, LLC
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

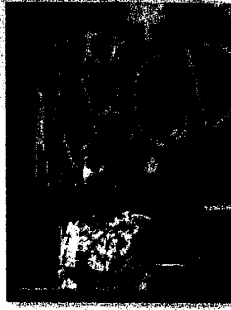
Title

November 30, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/25/11



Fee Schedule

"Ensuring Success, one child at a time."

Dr. Rienzi Haytasingh, LLC

Child & Adolescent Educational Psychology

8414 Lemon Avenue, La Mesa California 91941

Phone 619-750-5346 Fax 619.462.5437

Drhaytasingh@gmail.com

STATEMENT # 1

DATE: SEPTEMBER 26, 2011

DATE	DESCRIPTION	HOURS	AMOUNT
	IEE Rate: Hourly	1	\$200
	Includes, Neuropsychological, Psychoeducational, Behavior Assessments.		
	Expert Whiteness Testimony/Prep	1	\$200
	Drive Time	1	\$100
	Psychoeducational Assessments		\$2000-\$3000
	School Neuropsychological Assessments		\$3000-\$5000
HOUR BASE RATE:	REPORT RATE		
\$200	\$200		
	SCHOOL OBSERVATION		
	PHONE CONSULTATION		
	\$200		\$200

Rienzi Haytasingh, Psy.D. is a Licensed Educational Psychologist in the state of California: LEP # 2732

By: _____ Date: _____

Make all checks payable to Dr. Rienzi
THANK YOU FOR YOUR BUSINESS!

Exhibit B

Scope of Practice

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

By:_____ Date:_____

CONTRACTOR'S NAME: Progressus Therapy, LLC

CONTRACT No. I1112084



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Progressus Therapy, LLC 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 required;

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:** Speech language pathology
services for CUSD students provided by Stella Mills.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on October 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

1

EXHIBIT 13

CONTRACTOR'S NAME: Progressus Therapy, LLC CONTRACT No. I1112084

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Progressus Therapy, LLC
2701 N. Rocky Point Drive #650
Tampa, FL 33607

20. 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.

CONTRACTOR'S NAME: Progressus Therapy, LLC CONTRACT No. I1112084

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Service/Program Monitoring</u>
c. Exhibit	C	<u>Special Conditions (Termination Notice)</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

Progressus Therapy, LLC
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

November 30, 2011

Board Approval Date

Initials/Date BH 10/25/11

Taxpayer Identification Number

Exhibit A

Fee Schedule

Progressus Therapy, LLC
2701 N. Rocky Point Drive, Suite 650
Tampa, Fl 33607
(813)549-5821

Mono-Lingual Speech Language Pathologist - \$70.00 per hour
Bi-Lingual Speech Language Pathologist - \$78.00 per hour

Mileage at current IRS approved rate – currently **.555***

*Mileage approved for travel between school sites only

By:_____ Date:_____

Exhibit B
SERVICE/PROGRAM MONITORING

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

By:_____ Date:_____

EXHIBIT C

**THE AGREEMENT BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
PROGRESSUS THERAPY LLC
INDEPENDENT CONTRACTOR AGREEMENT NO. I1012084
SPECIAL CONDITIONS**

Page 3, Article 9, Termination

The ten (10) day requirement for termination shall be changed to thirty (30) days.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and AlpenSpruce, LLC 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 required;

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:** Services related to the development, training and deployment of SharePoint software and additional services as required.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by November 30, 2012.

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. I1112088

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: All travel expenses not to exceed \$3,000.00.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

AlpenSpruce, LLC
6011 174th St. SE
Snohomish, WA 98296

20. 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.

CONTRACTOR'S NAME: AlpenSpruce, LLC CONTRACT No. I1112088

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule (Dated 11/2/2011)</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

AlpenSpruce, LLC
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

November 30, 2011
Board Approval Date

Taxpayer Identification Number

Initials/Date BH 11/8/11



Project:

Employee Requisition and Open Enrollment work description.

Prepared For:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, California 92675

(949) 234-9200 Phone | (949) 493-8729 Fax

Prepared By:

AlpenSpruce, LLC

Christopher Mayer

6011 174th ST SE

SNOHOMISH, WA 98296

425-591-5925

Submitted: 11/2/2011



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1 - DESCRIPTION OF WORK AND SPECIFICATIONS

This Description of Work ("DOW") is prepared for Capistrano Unified School District ("Client") by AlpenSpruce Consulting ("Vendor").

The Vendor will provide seasoned expertise in these areas to deliver "world class" service and support. In addition to the areas listed below, the Vendor will provide additional value added support in terms of strategic guidance to ensure that the level of effort is maximized for greatest efficiency.

OUR UNDERSTANDING

Within the scope of this document, DISTRICT is undertaking two software initiatives that are designed to eliminate cumbersome paper processes and heavy District user workload.

The first, Employee Requisition ("ER") is an application, that will be SharePoint based, that will allow an internal user to initiate an Employee Requisition. This ER will then follow a defined workflow that will populate forms with data from existing systems, thereby minimizing the necessary amount of user keyed information, and then be routed for approval through the various stages required to realize an approved requisition.

The second, Open Enrollment, also known as School Transfer, is a combination of a Web Application that will allow Parents/Guardians to initiate and a Transfer Request, and a SharePoint Application that will allow District staff to manage the request through to approval or rejection. The web Application will collect the minimum amount of information necessary for a parent to be able to uniquely identify their student(s) and request the initiation of a transfer request. The SharePoint Application will allow District staff to review applications, update school position availability, assign positions to top priority requests, and conduct lotteries for open positions on a per school basis.

SERVICES

The contractor, throughout the implementation of these two initiatives will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Software, system and SharePoint Development, Testing and Troubleshooting
- C. Systems Integration
- D. Application deployment
- E. Training
- F. Project Management
- G. User Interface Design & Graphics Production



2 - DELIVERABLES

In addition the general services, each initiative has Milestones and deliverables associated with it. The Milestone grids below show those respective deliverables and the estimation of hours that is estimated to complete those tasks. Estimations were done based on the information known and gathered at the time this document was prepared:

EMPLOYEE REQUISITION DELIVERABLES

Milestone	Description	Hours Estimation
Forms for Parts A, B,C, D	Create forms, based on the existing Employee Requisition documents, which will allow users to input the necessary information at the pertinent stages in the workflow. These forms will be utilized for both Classified and Certificated requisitions.	32
QSS integration	Pre-populate forms with available information from QSS such to minimize user entry of data	22
Work Flow process	Ensure there is unilateral understanding of the workflow stages	21
Roles Support	Implementation of role based access and visibility for the defined roles to respective forms	24
Task Dashboards	Implement dashboards, targeted to roles and users, which show the state of each requisition and the task or approval that is required next.	27
Task messaging and reminders	Implement messaging, notifications and reminders to targeted roles and users such that users are informed as to ER progress and reminded that tasks are due to keep the process moving forward.	32
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	48
Reports	Creation of reports that show pertinent metrics about the ER process	31
Deployment	Continuous deployment and configuration of release builds to the District environment(s), including test and production.	28
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		281



OPEN ENROLLMENT/SCHOOL TRANSFER DELIVERABLES

Milestone	Description	Hours Estimation
Update and finalize mockups to reflect user interfaces and process flow.	This includes design of the forms that Parents/Guardians will see and use when they initiate a request, the forms District staff will use to administer the process and the workflow that will take a request from application to approval or decline.	8
Parent or Guardian internet request submission form	A Parent will be able to visit the District site and enter information into a form to initiate a request. The form will collect the minimum amount of information as necessary, and will also allow the collection of a new address. Verification of an address will be required upon award of the request.	17
District interface forms for request review approve, and decline	Implementation of District application administrator forms that allow for request review. The requests can be edited, or updated, and the status can be changed, such as to approve or award.	32
Queue Lottery for automatic request approve and decline	As schools have openings available, the system will be able to designate which top priority applications are randomly assigned to those open positions. The number of open positions available at a school will be manually updated, by a School's administrator, and will be decremented accordingly with assignment of lottery positions.	20
Parent or Guardian request status form	Once a parent has submitted a request, they will be issued a request number. They can use that number at any point to return to the site and check the status of their request.	15
Roles Support	Currently there appears to be three classes of users: district application administrators, members, and viewers. Application administrators have full access, members are limited to a school but have some write access, and viewers have only read access	16
Form emails delivered to the parent automatically as the student passes through various stages	As requests are approved or declined, emails will be sent to parents that have been indicated this is their preferable form of communication.	17
QSS Integration	As an administrator, I want to have the student information automatically populate in the tool so that I do not have to manually enter or switch between systems	16
Notification letters in batch printable for parents that do not use the internet	The application will allow for hard copy letters to be created and printed out by a District Application Administrator, such that they can be mailed out to Parents who cannot be updated or informed via email.	16
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	40
Reports	Creation of reports that show pertinent metrics about the Transfer process. These reports will include both District wide aggregates as well as school specific.	24
Deployment	Continuous deployment and configuration of release builds to the	20



	District environment(s), including test and production.	
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		257

3 - PRICING

RESOURCE	RATE
Consultant	\$125 / hr

ADDITIONAL EXPENSES

All travel expenses directly related to project activity incurred by AlpenSpruce in connection with its performance of the Services for Client will be reimbursed by Client, to a maximum of \$3000 in accordance with Payment Terms. All expenses and disbursements will be pre-approved by Client.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Tiwahe Technology, LLC 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 required;

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:** Community based instruction to CUSD students attending the Adult Transitions Program. Students will attend seven workshops that will include training involving the use of technology and equipment in the workplace.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on October 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Tiwahe Technology, LLC

CONTRACT No. I1112086

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ NA).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Tiwahe Technology, LLC
9 Virgil Ct.
Irvine, CA 92617

20. 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.

CONTRACTOR'S NAME: Tiwahe Technology, LLC CONTRACT No. 11112086

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- | | | |
|------------|---|---------------------|
| a. Exhibit | A | <u>Fee Schedule</u> |
| b. Exhibit | B | <u>None</u> |
| c. Exhibit | C | <u>None</u> |

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

Tiwahe Technology, LLC
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

November 30, 2011

Board Approval Date

Initials/Date BH 11/2/11

Taxpayer Identification Number

EXHIBIT A

FEE SCHEDULE

Tiwahe Technology, LLC for Capistrano Unified School District

Fee Schedule

Work to be completed:

7 training workshops @ \$400 per workshop, including → \$2800

- customized curriculum
- preparation of materials, handouts, and worksheets
- delivery of lectures
- facilitation of discussions and hands-on practice

Program evaluation @ \$400

9 months of technical and logistical support by phone and email @ \$200 per month → \$1800

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Tricia Elizabeth Krantz 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 required;

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:** Counseling services for CUSD
Special Education students as requested by District administration.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Tricia Elizabeth Krantz CONTRACT No. I1112094

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Tricia Elizabeth Krantz
19 Country Walk Drive
Aliso Viejo, CA 92656

20. 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.

CONTRACTOR'S NAME: Tricia Elizabeth Krantz CONTRACT No. I1112094

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Service/Program Monitoring</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

Tricia Elizabeth Krantz
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Tricia Elizabeth Krantz
Typed or Printed Name

Director, Purchasing
Title

Title

November 30, 2011

Board Approval Date

Initials/Date BH 11/30/11

Taxpayer Identification Number

FEE SCHEDULE

Tricia Krantz
18 Country Walk Dr
Aliso Viejo CA 92656
949-521-2898
tricia.krantz@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: December 1, 2011-June 30, 2012
Hourly Rate: \$60.00

Tricia Krantz, MFT

Date

Exhibit B
SERVICE/PROGRAM MONITORING

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

By: _____ Date: _____

CONTRACTOR'S NAME: Brenda Crary CONTRACT No. 11112093



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Brenda Crary 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 required;

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:** Counseling services for CUSD
Special Education students as requested by District administration.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Brenda Crary **CONTRACT No.** I1112093

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. Expenses: DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. Independent Contractor: CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673

20. 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.

CONTRACTOR'S NAME: Brenda Crary CONTRACT No. I1112093

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Service/Program Monitoring</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

Brenda Crary
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Brenda Crary
Typed or Printed Name

Director, Purchasing
Title

Title

November 30, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 11/14/11

EXHIBIT A
FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: December 1, 2011-June 30, 2012
Hourly Rate: \$60.00

Brenda Crary, MFT

Date

Exhibit B
SERVICE/PROGRAM MONITORING

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

By:_____ Date:_____

CONTRACTOR'S NAME: Irma Garcia

CONTRACT No. 11112092



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Irma Garcia 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 required;

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:** Counseling services for CUSD
Special Education students as requested by District administration.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Irma Garcia CONTRACT No. I1112092

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Irma Garcia CONTRACT No. 11112092

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: Irma Garcia CONTRACT No. 11112092

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Irma Garcia
403 Calle Nina
San Clemente, CA 92672

20. 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.

CONTRACTOR'S NAME: Irma Garcia CONTRACT No. I1112092

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Service/Program Monitoring</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

Irma Garcia
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Irma Garcia
Typed or Printed Name

Director, Purchasing
Title
November 30, 2011
Board Approval Date

Title

Taxpayer Identification Number

Initials/Date BH 11/14/11

EXHIBIT A
FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: December 1, 2011-June 30, 2012
Hourly Rate: \$60.00

Irma R. Garcia, LCSW

Date

Exhibit B
SERVICE/PROGRAM MONITORING

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

By:_____ Date:_____



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Dolinka Group, LLC

hereinafter referred to as "CONSULTANT."

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 required;

WHEREAS, CONSULTANT 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 CONSULTANT:** Preparation of the District's annual and five year reports for developer fee revenue and expenditures.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on December 1, 2011 and will diligently perform as required and complete performance by June 30, 2012.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit B and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:

None

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT's employees.

6. **Materials:** CONSULTANT 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 except as follows: None

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT 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. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **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. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT'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.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **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.

17. **Nondiscrimination:** CONSULTANT 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.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT 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.

19. **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) 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 demands may be given by 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:

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Dolinka Group, LLC 20 Pacifica #900 Irvine, CA 92618

20. **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.

CONSULTANT NAME: Dolinka Group, LLC Contract No. C1112091

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Scope of Work

b. Exhibit B Fee Schedule

c. Exhibit C None

CONSULTANT NAME: Dolinka Group, LLC Contract No. C1112091

This AGREEMENT is entered into this 1st Day of December 2011.

DISTRICT:

CONSULTANT:

By: _____

Terry Fluent, Director of Purchasing

By: _____

Signature

Printed Name

Title

November 30, 2011

Board Approval Date

Social Security or Taxpayer Identification

Initials/Date BH 11/10/11

EXHIBIT A

SCOPE OF WORK

CAPISTRANO UNIFIED SCHOOL DISTRICT ANNUAL AND FIVE YEAR REPORT SERVICES

Dolinka Group, LLC will provide consulting services to the Capistrano Unified School District ("Client" or "School District") in fiscal year 2011/2012 to prepare the Annual and Five Year Reports ("Reports").

The specific activities and tasks to be performed under this Scope of Work include the following:

Activity I. Annual Report Analysis

This activity will involve preparing an Annual Report which will provide an accounting of the sources and uses of funds for the previous fiscal year.

Task 1 Identify Funds and Collection of Fees

This task involves the identification of each fund, the type of fee deposited into each fund and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

Task 2 Reconcile Account Balances

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including all terms specified under the loan provision.

Task 3 Estimate a Date in which School Facilities will Commence Construction

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist, identify an approximate start date by which the construction of the identified facilities will commence.

Task 4 Disclosure of Refunds

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

Activity II. Five Year Report Analysis

The Five Year Report will show whether the cost to house the students generated from residential development, exceeds the collection of Fees and other revenues received through June 30, 2011.

Task 5 Determine the Purpose of the Fee

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

Task 6 Establish the Relationship Between the Fee and the Facilities Funded by the Fee

This task involves documenting the amount of school facilities impact and funding received from residential development between July 1, 2010, and June 30, 2011 (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

Task 7 Disclosure of Future Funding Sources

This task involves the identification of all future sources of revenues for school facilities development.

Activity III. Report Preparation and Presentation

This activity involves preparation of an Annual and Five Year Report ("Report") pursuant to the requirements of Senate Bill 1693.

Task 8 Report Preparation

This task involves preparing one (1) draft and one (1) final Report and providing the requested number of bound copies of the final Report to the School District

Task 9. Board Presentation

This task involves attending the meeting of the Governing Board of the School District where the Report is considered for adoption and presenting information and/or answering questions as requested by the School District.

EXHIBIT B

FEE SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT ANNUAL AND FIVE YEAR REPORT SERVICES

The proposed budgets for services performed by Dolinka Group, LLC for Capistrano Unified School District ("Client" or "School District") under the Scope of Work shall be a flat fee of \$3,000 (including expenses). This fee of \$3,000 shall be payable in two (2) equal installments. The first installment of \$1,500 shall be payable to Dolinka Group upon the execution of an Agreement by and between the parties for Dolinka Group to perform these services. The second installment of \$1,500 shall be payable upon delivery of the final Annual and Five Year Reports to the School District.

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CONTRACTOR'S NAME: Educational Based Services

CONTRACT No. I1112096



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Educational Based Services 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 required;

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: Speech language pathology
services to CUSD students provided by Asha Kalayil.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Educational Based Services **CONTRACT No.** I1112096

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. Expenses: DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. Independent Contractor: CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Educational Based Services
PO Box 911
Concordville, CA 19331

20. 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.

CONTRACTOR'S NAME: Educational Based Services CONTRACT No. II112096

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Service/Program Monitoring</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

Educational Based Services
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

November 30, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 11/14/11

EXHIBIT A

FEE SCHEDULE

Educational Based Services (EBS)
P.O. Box 911
Concordville, PA 19331
(800) 578-7906

\$67.00 per hour.

Should Speech Language Pathologist travel to multiple school sites, reimbursement
For mileage from one school location to another will be charged.
Mileage to and from employees home to work will not be included.

By:_____ Date:_____

Exhibit B
SERVICE/PROGRAM MONITORING

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

By:_____ Date:_____

CONTRACTOR'S NAME: CalTAC, Inc.

CONTRACT No. 11112095



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and CalTAC, Inc. 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 required;

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:** Positive behavioral intervention and support training and consulting services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: CalTAC, Inc. CONTRACT No. 11112095

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-eight thousand six-hundred twenty-two dollars and ninety cents Dollars (\$ 38,622.90). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$19,311.45 due on or before 12/15/11 and \$19,311.45 due on or before 5/15/12.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

CalTAC, Inc.
2960 Champion Way #305
Tustin, CA 92782

20. 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.

CONTRACTOR'S NAME: CalTAC, Inc. CONTRACT No. I1112095

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Training Schedule</u>
b. Exhibit	B	<u>Fee Schedule</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District

Name of District

CalTAC, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

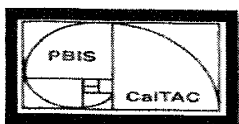
Title

November 30, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 11/14/11



California Technical Assistance Center on Positive Behavioral Interventions and Supports, Inc.

2960 Champion Way, Suite 305
Tustin, California 92782

Exhibit A

District Leadership Team	School Team Trainings	Coaches Forum
	Tier I Benchmarking and Action Planning <ul style="list-style-type: none"> • 1 day school team training • 12 middle schools CalTAC Trainers	OCDE Coaches Forum - #1 12:30-3:30pm 9/20/11-Middle School-National University
	Tier I prevention/intervention strategies <ul style="list-style-type: none"> • 1 day school team training • 12 middle schools CalTAC Trainers	OCDE Coaches Forum #2 12:30-3:30pm 11/15/2011-Middle School - National University
	TIPS Training <ul style="list-style-type: none"> • 1 day school team training • 12 middle schools CalTAC Trainers	OCDE Coaches Forum #3 12:30-3:30pm 2/21/2012-Middle School-National University
	4.) Fidelity & Outcome Measures <ul style="list-style-type: none"> • Technical Assistance days TBD by school action plans CalTAC Trainers	OCDE Coaches Forum #4 12:30-3:30pm 5/29/2012-Middle School - National University

Blue print indicates CalTAC training for this contract.

Note: OCDE Coaches Forums are separate from this contract and only indicated to provide other collaboration dates related to scaling up PBIS in your District.

Exhibit B

TO: Roz Bellante, Capistrano Unified School District
FROM: Barbara Kelley, CalTAC, Inc.
DATE: September 28, 2011
RE: Proposed PBIS Consulting/Training Services for **Capistrano Unified School District**

The purpose of this memo is to outline the details for proposed Consulting/Training Service provided by CalTAC personnel as follows:

OUTCOMES:

- 1) Provide PBIS team training for benchmarking, action planning for tier I prevention and intervention strategies
- 2) Provide training and consultation for monitoring fidelity of PBIS implementation and measuring student outcomes
- 3) Provide training for data collection and using data for team based decision making

PROVIDER: California Technical Assistance Center on Behavior (CalTAC) experts in Positive Behavioral Interventions and Supports to provide on-site training of school-based teams and provide technical support for monitoring fidelity of implementation.

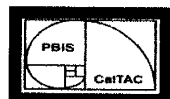
WHAT: Services to assist **Capistrano Unified School District** 1) develop PBIS school-based teams with fidelity and sustainability, and 2) develop a problem solving framework for continuous PBIS improvement through:

- 3 days of PBIS Team Trainings
- Technical Assistance and Coaching
- Fidelity of implementation assessment plan

WHO: School & District leadership team Professional Development

- 12 School Teams (6 people per team) 72 participants
- District Office PBIS Coordinator/Evaluator/Support
- Support 1 High School with Exploration Phase of PBIS Implementation

California Technical Assistance Center on Positive Behavioral Interventions and Supports, Inc.
2960 Champion Way, Suite 305
Tustin, California 92782



WHEN: Work begins **2011**, through **6/30/12**. A proposal for continuing services for school year **2012-13** will be developed with the **Capistrano Unified School District** PBIS Coordinator and submitted to **Capistrano Unified School District** by **6-30-11**.

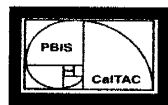
See Attached Training Matrix

WHERE: Facilities to be arranged by **Capistrano Unified School District** personnel

COST: **\$44,922.90** minus the **\$6300 OCDE contribution = \$38,622.90** to be paid in two equal installments of **\$ 19,311.45** on or before **12/15/2011** and **5/15/2012**.

CalTAC trainers will meet with **Capistrano Unified School District** personnel to insure training goals meet needs of the **Capistrano Unified School District**. If this proposal is accepted, CalTAC personnel will draw up a contract for services.

California Technical Assistance Center on Positive Behavioral Interventions and Supports, Inc.
2960 Champion Way, Suite 305
Tustin, California 92782



**SURPLUS ITEMS LIST
EQUIPMENT TAG NUMBERS & DESCRIPTION**

Tag No.	Description	Justification
CUSD 15	Saxophone	Broken/missing parts
CUSD 21 CUSD 38A	Trumpets	Broken/missing parts
CUSD 47	Trombone	Broken/missing parts
CUSD 14 CUSD 105	Flutes	Broken/missing parts
#14984	Panasonic VHS Recorder	Obsolete/VHS no longer used
FS390 FS558	Freezers	Beyond economical repair

Miscellaneous items valued at less than \$2,500 to be declared surplus on a continuing basis throughout the fiscal year.

Various lots of obsolete computers and electronic related items
 Various lots of obsolete garage and tire items
 Various lots of obsolete HVAC equipment and supplies
 Various lots of obsolete kitchen equipment and related items
 Various lots of obsolete lighting fixtures and lamps
 Various lots of obsolete plumbing equipment and supplies
 Various lots of obsolete tools and parts
 Various lots of miscellaneous items determined to be unusable by the District



AGREEMENT FOR ARCHITECTURAL SERVICES

BY AND BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PJHM ARCHITECTS, INCORPORATED

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of the ____ day of _____ in the year 20__, between the Capistrano Unified School District, a California public school district, ("District") and _____ Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

The design and construction administration of (insert project name).

See **Exhibit "A"** for detailed Project scope.

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words and/or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits thereto.
 - 1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.
 - 1.1.3. **As-Built Drawings ("As-Built")**: A final set of drawings prepared by the Architect that incorporates all changes from all Record Drawings, sketches, details, and clarifications.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
 - 1.1.6. **Construction Budget**: The total amount indicated by the District for the entire Project plus all other costs, including construction, administration, financing, and all other costs.

- 1.1.7. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.8. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.9. **District**: The Capistrano Unified School District.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Record Drawings**: Any document prepared and submitted by District contractor(s) that record the changes made during the construction project on a Conforming Set, including changes necessitated by change orders.
- 1.1.12. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.13. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, And Services Of Architect

- 2.1. Architect shall render the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards and applicable requirements of federal, state, and local law.
- 2.3. Architect acknowledges that all California school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:
- 2.3.1. A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water,

including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

2.3.2. A Storm Water Pollution Prevention Plan (SWPPP) at:

2.3.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

2.3.2.2. Construction sites where:

2.3.2.2.1. one (1) or more acres of soil will be disturbed, or

2.3.2.2.2. the project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.

2.3.3. Architect shall comply with the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required, Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this Subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect. The District, at its sole discretion, may pay the Architect for Extra Services to comply with the provision if the Services required are in excess of those normally required for school district design of the type in this Agreement.

2.4. Architect shall contract for or employ at Architect's expense, consultant(s) to the extent deemed necessary for completion of the Project including, but not limited too, architects, mechanical, electrical, structural, civil engineers, landscapers, interior designers, licensed as such by the State of California. The names of consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Architect under terms of the Agreement.

2.5. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without

limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Architect employs consultant(s), the Architect shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's Labor Compliance Program, if any.

- 2.6. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal.
- 2.7. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.8. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.9. Architect recognizes that the District may obtain the services of a Construction Manager for this Project. The Construction Manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.10. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.11. As part of the basic Services pursuant to this Agreement, Architect is NOT responsible for:
 - 2.11.1. Ground contamination or hazardous material analysis.
 - 2.11.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.11.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with

that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.

2.11.4. Historical significance report.

2.11.5. Soils investigation.

2.11.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: _____
Project Director: _____
Project Architect(s): _____
Project Architect(s): _____
Other _____ : _____
Other _____ : _____
Other _____ : _____
Other _____ : _____
Major Consultants:
Electrical: _____
Mechanical: _____
Structural: _____
Civil: _____
Other: _____ : _____
Other: _____ : _____

3.3. The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule Of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

5.3. If any of the following events occur:

- 5.3.1. The lowest responsive base bid received is in excess of seven percent (7%) of the Construction Cost Budget, or
- 5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget, or
- 5.3.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy,

then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.4. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.5. Authorize the Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.6. Terminate this Agreement if the Project is abandoned, without further obligation by either party.
- 5.3.7. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

Article 6. Fee And Method Of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

6.1.1. _____

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

Article 7. Payment For Extra Services Or Changes

District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's fee are "Extra Services". Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, the Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership Of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under

this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend and hold the Architect, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or

losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's consultants.

Article 9. Termination Of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Architect.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay the Architect only the fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed

prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, the Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity / Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.
- 10.2. Architect shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any Claim. Architect shall reimburse the indemnified parties for any and all legal expenses and costs, including expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services in this Agreement of this Project, that Architect, subcontractors, and their employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities Of The District

- 12.1. The District shall examine the documents submitted by the Architect and

shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefor, if any.
- 12.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

Article 13. Liability Of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant Against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment Of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 21. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 22. Employment Status

- 22.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 22.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should District, in its discretion, or a relevant taxing authority such as the

Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 22.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. Certificate Of Architect

- 23.1. Architect certifies that the Architect is properly certified and/or licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.
- 23.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 23.3. Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of

other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing services as part of an applicable “public works” or “maintenance” project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. Cost Disclosure - Documents And Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 25. Notice & Communications

Notice and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
ATTN: _____

Architect:

ATTN: _____

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Article 26. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect’s good faith efforts to meet these goals.

Article 27. Other Provisions

- 27.1. The Architect shall be responsible for the cost of construction change orders caused directly by the Architect's willful misconduct or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 27.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.
- 27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

CAPISTRANO UNIFIED SCHOOL DISTRICT _____ ARCHITECTS

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. BASIC SERVICES

Architect agrees to provide the services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics
 - b. Legal limitations and utility locations for the Project site(s)
 - c. Written legal description(s) of the Project site(s)
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures
 - e. Adjacent drainage
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s)
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees
 - h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths
 - i. Surveys, reports, as-built drawings
 - j. Subsoil data, chemical data, and other data logs of borings

Architect shall visually verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment.

B. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, the Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

- e. Administer Project as required to coordinate work with the District and between subconsultants.
- f. Construction Cost Budget
 - (i) Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (A) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (B) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (C) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (D) The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (E) One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (F) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as

appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3. Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase.

4. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

(2) Copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations).

(2) Copies of Site Plan

(2) Copies of revised Construction Cost Budget

(2) Copies of final Schedule of Work

(2) Copies of Meeting Reports/Minutes from Kick-off and other meetings

5. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

C. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. Architectural
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. Structural
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

5. Mechanical

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the projects.

6. Electrical

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the projects.

7. Civil

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

11. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

12. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (2) Breakdown of Construction Cost Budget as prepared for this Phase
- (2) Meeting Reports/Minutes
- (2) Schematic Design Package with alternatives
- (2) A statement indicating changes made to the Architectural Program and Schedule
- (2) DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA

13. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

D. DESIGN DEVELOPMENT PHASE

1. Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:
2. Architectural
 - a. Scaled, dimensioned floor plans with final room locations including all openings.
 - b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - c. Identification of all fixed equipment to be installed in contract.
 - d. Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - e. Preliminary development of details and large scale blow-ups.
 - f. Legend showing all symbols used on drawings.
 - g. Floor plans identifying all fixed and major movable equipment and furniture.
 - h. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - i. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures
 - (ii) Ceiling registers or diffusers
 - (iii) Access Panels
3. Structural:
 - a. Structural drawing with all major members located and sized.

- b. Establish final building and floor elevations.
 - c. Preliminary specifications.
 - d. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.
4. Mechanical
- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
 - b. Major mechanical equipment should be scheduled indicating size and capacity.
 - c. Ductwork and piping should be substantially located and sized.
 - d. Devices in ceiling should be located.
 - e. Legend showing all symbols used on drawings.
 - f. More developed Outline Specifications indicating quality level and manufacture.
 - g. Control Systems to be identified.
5. Electrical
- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
 - b. All major electrical equipment should be scheduled indicating size and capacity.
 - c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
 - d. Legend showing all symbols used on drawings.
 - e. More developed and detailed Outline Specifications indicating quality level and manufacture.

6. Civil

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

7. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

8. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

9. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget
- b. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- c. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- d. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- e. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

- (2) Design Development drawing set from all professional disciplines necessary to deliver the Project
- (2) Specifications
- (2) Revised Construction Cost Budget
- (2) DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

11. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

E. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents ("CD") 50% Stage:

a. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

b. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

c. Mechanical

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Emergency Management System (“EMS”).”

d. Electrical

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

e. Civil

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

f. Landscape

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

g. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the

District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

h. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a ~~designated~~ material, product, thing, or service by specific brand or trade ~~name~~ unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (2) Reproducible copies of working drawings
- (2) Specifications
- (2) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes

- (2) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review

2. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. Civil

All site plans, site utilities, parking and roadway systems completed.

f. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

i. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (2) Reproducible copies of working drawings
- (2) Specifications
- (2) Engineering calculations
- (2) Revised Construction Cost Budgets.
- (2) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes

- (2) DSA file including all correspondence, meeting, back check comments, checklists to date
- (2) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review

3. Construction Documents (CD) Final Back-Check Stage

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the consultants' completed Construction Documents.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

F. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with subconsultants.
8. Respond to District questions and clarifications.
9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (2) Meeting report/minutes from kick-off meeting
- (2) Meeting report/minutes from pre-bid site walk
- (2) Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set

G. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase, or upon the District's terminating the Agreement, whichever is earlier.
2. During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
3. Submittals
 - a. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - b. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This 21-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
4. RFIs
 - a. During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and

acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance.
6. Record Drawings. Architect shall review and evaluate for District, the contractor(s)' recorded changes which the contractor(s) should prepare and submit as Record Drawings. Record Drawings are documents that show changes made during the construction project, including changes necessitated by change orders, and recorded by the District's construction contractor(s) on a Conforming Set.
7. As-Built Drawings. If requested by the District, Architect shall incorporate all information on all Record Drawings and prepare one set of final As-Built Drawings for the District. The As-Built Drawings shall incorporate onto one set of drawings all changes from all Record Drawings, sketches, details, and clarifications. If a set of As-Built Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the As-Built Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.

If the Architect considers the preparation of As-Built Drawings to be an Extra Service, the Architect shall provide its fee for the As-Built Drawings prior to performing this service. The District must approve this charge prior to the Architect performing this service.
8. O&M Manuals / Warranties. Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
9. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and

equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.

10. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

11. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (2) Meeting report/minutes from kick-off meeting;
- (2) Observation reports;
- (2) Weekly meeting reports.

12. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

H. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:
 - a. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
 - e. Architect shall prepare a final verified report for the Project.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and M&O documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. Deliverables and Number of Copies
 - (2) Punch lists for each site
4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.



I. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. General Meeting, Site Visit, and Workshop Requirements
 - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
 - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
 - d. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.
3. Meetings During Project Initiation Phase (_____ (____) meeting(s))
 - a. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, the Architect shall:

- (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- 4. Initial Site Visits (_____ (____) meeting(s))
 - a. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.
- 5. Meetings During Architectural Program (_____ (____) meeting(s))
 - a. Architect shall participate in one public community information site meeting, per site, to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
 - b. Architect shall conduct one site visit/meeting, per site, with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
 - c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- 6. Meetings During Schematic Design Phase (_____ (____) meeting(s))
 - a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop, per site, with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has

indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

- (i) Architect shall designated its team member duties and responsibilities;
- (ii) Architect and District shall review District goals and expectations;
- (iii) District shall provide input and requirements;
- (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget;
- (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
- (vi) Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

7. Meetings During Design Development Phase (_____ (____) meeting(s))

- a. At the time designated for completion of the Design Development package, Architect shall conduct one meeting, per package of submittal, with the District to review the following:

- (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
- (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- b. Value Engineering Workshop (_____ (____) meeting(s))

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

8. Meetings During Construction Documents Phase (_____ (____) meeting(s))

- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one meeting, per package of submittal, with the District to revise the Design Development package and receive comments.

- b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget;
 - c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- 9. Meetings During Bidding Phase (_____ (____) meeting(s))
 - a. Attend and take part in one meeting, per package of submittal, with all potential bidders, District staff, and Construction Manager.
 - b. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.
- 10. Meetings During Construction Administration Phase (_____ (____) meeting(s), plus weekly project meetings until entire project is complete)
 - a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.

- b. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site. This is expected to be sixteen (16) meetings, per site, but Architect acknowledges that one or more sites may not be completed in this timeframe and agrees to attend weekly project meetings, at no additional cost to the District, until the work at each Project site is complete.
 - c. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.
11. Citizens' Bond Oversight Committee Meetings (_____ (____) meeting(s)) (if applicable)

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

12. Governing Board Meetings (_____ (____) meeting(s))

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are:
 - 1. Inconsistent with approvals or instructions previously given by the District.
 - 2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
 - 3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
- B. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
- C. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- D. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
- E. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- F. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
- G. Providing services as directed by the District that are not part of the Services of this Agreement.
- H. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- I. Providing training, adjusting, or balancing of systems and/or equipment

- J. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for extra Work and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal:	\$150 per hour
Project Manager/ Director:	\$140 per hour
Project Designer:	\$120 per hour
Project Architect:	\$120per hour
Senior Drafter:	\$ 90 per hour
Drafter:	\$ 75 per hour
Clerical:	\$ 60 per hour
Clerical Specification:	\$ 90 per hour
Construction Administrator:	\$ 90 per hour
A reimbursement rate of 115%	
will be applied to the direct billings	
of consultants, reproductions, and	
the postage and handling of	
drawings, specifications and other	
documents.	

- K. The mark-up on any approved item of Extra Work shall not exceed ten percent (10%).

EXHIBIT "C"

SCHEDULE OF WORK

- A. A. Promptly after the execution of this Agreement, the **ARCHITECT** shall prepare and submit for approval to the **DISTRICT** a Schedule of Work showing the order in which **ARCHITECT** proposes to carry out **ARCHITECT'S** work ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. **ARCHITECT** shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the **DISTRICT** along with the monthly billing.
- B. **ARCHITECT** shall complete all work and services required per the Schedule of Work after written authorization from the **DISTRICT** to proceed.
- C. The durations stated in the Schedule of Work shall include the review periods required by the **DISTRICT** and all other regulatory agencies.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as per Article 2 of the Agreement. If delays in the Schedule of Work are imposed by the **DISTRICT'S** inability to comply with requested meeting schedules, **ARCHITECT** shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the **DISTRICT**.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A."** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>15%</u>
Construction Documents Phase	<u>35%</u>
Bidding Phase	<u>5%</u>
Construction Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments within thirty (30) days of receipt of the invoice as follows:
 - a. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. For Schematic Design Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Administration Phase:

Monthly payments based on Architect's invoices billed at an hourly rate for Services performed during that Phase, up to the amount as indicated above for this phase. The hourly rate(s) and terms of payment shall be as indicated herein including, without limitation, in Exhibit "B."

g. For Close Out:

Lump sum payment thirty-five (35) days after completion of all items in this phase.

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s).
- B. Minimum Scope and limits of Insurance: Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation.** Statutory limits required by the State of California.
 4. **Employer's Liability.** Two million dollars (\$2,000,000) per accident for bodily injury or disease.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. Deductibles and Self-Insured Retention: The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
1. The District can accept the higher deductible;
 2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. The Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

1. The District can accept the lower rating;
2. Require the Architect to procure insurance from another insurer.

G. Verification of Coverage: Architect shall furnish the District with:

1. Certificates of insurance showing maintenance of the required insurance coverage;
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

hourly rates

DATE: 11/9/2011

TO: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: *Hourly Rates*

Title	Rate
Principal	\$200.00 per hour
Architect	\$160.00 per hour
Project Manager	\$135.00 per hour
Interior Designer	\$135.00 per hour
Construction Administrator	\$135.00 per hour
Graphic Designer	\$110.00 per hour
CAD Drafter	\$100.00 per hour
DSA Coordinator	\$100.00 per hour
Construction Administration Assistant	\$80.00 per hour
Clerical	\$60.00 per hour

A reimbursement rate of 115% will be applied to the direct billings of consultants, reproductions, and the postage and handling of drawings, specifications and other documents.

FROM: Paul Blanchard
pjhm architects
Chief Financial Officer

pjhm·architects

OC 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P 949-496-6191
SD 804 Pier View Way #103 • Oceanside CA 92054 P 760-730-5527

PJHM.COM

CLIENT AGREEMENT
for
APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

This Client Agreement for Apex Learning Digital Curriculum Solutions (“**Agreement**”) is effective on approval of this Agreement by the Client’s Governing Board and execution by both parties (“**Effective Date**”) and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Capistrano Unified School District, with its principal place of business at 33122 Valle Road, San Juan Capistrano, CA 92675-4853 (“**Client**”).

RECITALS

Apex Learning provides digital curriculum solutions for secondary education and related services.

Client desires to have the students, teachers and staff of its California Preparatory Academy access and use the Apex Courses (as defined below) and to have Apex Learning perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
 - 1.1. “**Apex Courses**” mean the Apex Learning course offerings identified in Section 1 of Exhibit A. The Apex Courses do not include any Course Materials.
 - 1.2. “**Books**” mean the materials described in Section 3 of Exhibit A.
 - 1.3. “**Client User**” means each California Preparatory Academy student, teacher, administrator or staff member, who registers with Apex Learning and establishes a password to access Apex Courses made available under this Agreement.
 - 1.4. “**Course Materials**” mean items or materials separate from the digital curriculum that may be either required or optional for a given Apex Course (e.g., calculators, microphones/headsets, textbooks, novels, other literature, lab manuals, and lab materials).
 - 1.5. “**Professional Services**” mean the Apex Learning professional services described in Section 2 of Exhibit A.
 - 1.6. “**Term**” will have the meaning set forth in Section 9.1 below.
 - 1.7. “**User Support**” means the Apex Learning support services described in Exhibit C.
2. **Apex Obligations.**
 - 2.1. **Apex Courses.** Commencing on January 3, 2012 and continuing throughout the Term, Apex Learning will host and make available the Apex Courses for access and use by Client Users.

- 2.2. **User Support.** Apex Learning will provide Client and Client Users with User Support throughout the Term.
- 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Courses available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding “Planned Outages.” “**Planned Outages**” means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Course utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Courses.
- 2.4. **Security.** Apex Learning will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
- 2.5. **Professional Services.** Apex Learning will perform the Professional Services as described in Section 2 of Exhibit A.
- 2.6. **Books.** Apex Learning will provide the Books described in Section 3 of Exhibit A.
- 2.7. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Courses. Other than granting Client Users the right to access and use the Apex Courses as described in this Agreement, Apex Learning expressly reserves all right, title and interest therein.
3. **Client Obligations.**
- 3.1. **Hardware/Software.** The Apex Courses are made available to Client Users over the Internet through a web-browser interface. To access the Apex Courses, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).
- 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Apex Courses.
- 3.3. **Terms of Use.** All Client Users that access the Apex Courses must comply with the Apex Learning terms of use for the Apex Courses (“**Terms of Use**”). The current version of the Terms of Use is posted at www.apexvs.com and on the Apex Learning website through which Client Users access the Apex Courses. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Courses at any time if the Client User violates the Terms of Use. Client will notify Apex Learning of any activity by its Client Users of which Client has actual knowledge in violation of the Terms of Use.
- 3.4. **Laboratory Activities.** For any Apex Course that includes hands-on laboratory activities, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.
- 3.5. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Courses or provide any third party who is not a Client User with access to, or the ability to use, the Apex Courses.

4. **Payment.**

- 4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A pursuant to the “**Payment Schedule**” set forth in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices issued under this Agreement within thirty (30) days of the invoice date specified in Exhibit B unless Client disputes an invoice pursuant to the provisions of Section 4.4.
- 4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes.
- 4.4. **Invoice Dispute.** In the event Client, in its reasonable discretion, believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Apex Learning within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Apex Learning will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Apex Learning and Client may, by mutual agreement, outline the reasonable steps to be taken by Apex Learning and Client to resolve any mutually agreed upon issues presented in Client's notice to Apex Learning (“Resolution Plan”).

5. **Confidentiality and Public Disclosure.**

- 5.1. **Confidentiality.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term “**Confidential Information**” means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning’s Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party’s disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.
- 5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Apex Learning that Apex Learning considers proprietary information. Accordingly, Client agrees that it will only disclose this Agreement in accordance with the requirements of the California Public Records Act (CA Govt. Code § 6250 et seq.). Further, Client will promptly provide a copy to Apex Learning of any request for disclosure of this Agreement or any portions of this Agreement.

6. **Representations and Warranties.**

- 6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state

regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.

6.2. ***By Apex Learning.*** Apex Learning further represents and warrants that Client's and Client Users' access to and use of the Apex Courses as described in this Agreement will not infringe any third party copyright or violate any third party licenses to which Apex Learning may be a party.

6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2 ABOVE, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX COURSES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

7.1. ***Duty to Indemnify.*** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.

7.2. ***Procedure.*** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.

8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE

PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

9.1. **Term.** This Agreement shall commence on the Effective Date and continue through June 30, 2015, unless earlier terminated as provided in this Section 9.

9.2. **Termination.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

9.3. **Effect of Expiration/Termination.** Upon the expiration or termination of this Agreement, all access to the Apex Courses will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

9.4. **Non-appropriation.** If Client does not appropriate or otherwise make available funds sufficient to make the payments due under the "Payment Schedule" set forth in Exhibit B, Client may unilaterally terminate this Agreement upon Apex Learning's receipt of Client's written notice. Upon receipt of such written notice, Apex Learning will terminate access to the Apex Courses and cancel any Professional Services that remain to be delivered. Upon termination, Client shall remit payment for all amounts due to Apex Learning up to the date of Apex Learning's receipt of the termination notice.

10. **Miscellaneous.**

10.1. **Relationship of Parties.** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. **Force Majeure.** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. **Notices.** Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Apex Learning or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Name, Title	Manager, Contracts	Robert Nye, Principal
Organization	Apex Learning Inc.	California Preparatory Academy
Address	1215 Fourth Avenue, Suite 1500	33122 Valle Road
City, State, Zip	Seattle, WA 98161	San Juan Capistrano, CA 92675-4853
Phone	206-381-5600	949-234-9200
Facsimile	206-381-5601	949-493-8729

- 10.4. **Assignment.** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.
- 10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.
- 10.6. **Governing Law/Attorneys Fees.** This Agreement will be governed by and construed under the laws of the State of California (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, each party shall bear their own costs and attorneys' fees.
- 10.7. **No Third Party Beneficiaries.** This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.
- 10.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Apex Learning and Client (as the parties to this Agreement).
- 10.9. **Subcontractors.** Apex Learning shall not subcontract any portion of the Professional Services under this Agreement without Client's prior written permission.
- 10.10. **Insurance.** Prior to performing services under this Agreement, Apex Learning shall provide Client with certificates of insurance evidencing the following insurance coverage:
- a) Commercial general liability of at least \$1,000,000;
 - b) Automobile liability of at least \$1,000,000;
 - c) Professional liability of at least \$1,000,000; and
 - d) Workers compensation complying with statutory requirements.

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

Capistrano Unified School District

By: _____

By: _____

Print Name: Cheryl Vedoe

Print Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

EXHIBIT A

Apex Courses, Professional Services and Books

1. *Apex Courses:*

1. Pilot program access to all ClassTools Virtual courses from January 3, 2012 through June 30, 2012 for a maximum of 50 Enrolled Students.

Price: \$3,750.00

A student is defined as an "Enrolled Student" if he or she is enrolled in at least one ClassTools Virtual course. An Enrolled Student may be enrolled in any number of ClassTools Virtual courses. There may be no more than 50 Enrolled Students at one time during the period January 3, 2012 through June 30, 2012 unless access is purchased for additional students. Client may purchase access for additional students during such period at \$75.00 per Enrolled Student.

- Access to all ClassTools Virtual courses from July 1, 2012 through June 30, 2015 as follows:
 - For a maximum of 200 Enrolled Students during the period commencing on July 1, 2012 and continuing through June 30, 2013;
 - For a maximum of 250 Enrolled Students during the period commencing on July 1, 2013 and continuing through June 30, 2014; and
 - For a maximum of 300 Enrolled Students during the period commencing on July 1, 2014 and continuing through June 30, 2015.

Price: \$112,500.00

The maximum number of Enrolled Students during each 12-month period is as specified directly above unless access is purchased for additional students. Client may purchase access for additional students for each of the 12-month periods, the first from July 1, 2012 through June 30, 2013, the second from July 1, 2013 through June 30, 2014, and the third from July 1, 2014 through June 30, 2015, at \$150.00 per Enrolled Student per period.

- The price for the Apex Courses does not include any Course Materials.

2. *Professional Services:*

Apex Learning will deliver Professional Services as follows:

- *During the period commencing January 3, 2012 and continuing through June 30, 2012:*

- Two (2) days of onsite professional development.

Price: \$4,400.00

- *During the period commencing July 1, 2012 and continuing through June 30, 2013:*

- Two (2) days of onsite professional development.

Price: \$4,400.00

- **During the period commencing July 1, 2013 and continuing through June 30, 2014:**

- Two (2) days of onsite professional development.

Price: \$4,400.00

- **During the period commencing July 1, 2014 and continuing through June 30, 2015:**

- Two (2) days of onsite professional development.

Price: \$4,400.00

3. **Books:** On July 15, 2011, Apex Learning delivered the Books listed below to Client, receipt of which Client hereby confirms. Client will retain such Books and Apex Learning will invoice Client accordingly as stated in Exhibit B.

- Fifteen (15) sets of the student general studies materials listed below.

Price: \$4,005.00 (\$267.00 per set)

Book	ISBN #	Price
Biology: Exploring Life Lab Manual	0130642665	\$22.00
Prentice Hall Chemistry Lab Manual	0131903594	\$22.00
Prentice Hall Earth Science Lab Manual	0131258982	\$22.00
Impact: Fifty Short Short Stories	003008623X	\$57.25
Romeo and Juliet and West Side Story	0440974836	\$8.50
The Best Poems Ever: A Collection of Poetry's Greatest Voices	0439296749	\$5.25
The Crucible	0140481389	\$15.75
A Separate Peace	0743253973	\$14.50
Death of a Salesman	0140481346	\$15.75
The Way to Rainy Mountain	0826304362	\$19.50
Short Fiction: An Anthology	0312576374	\$50.00
Things Fall Apart	0385474547	\$14.50

- Four (4) sets of the teacher general studies materials listed below.

Price: \$552.00 (\$138.00 per set)

Book	ISBN #	Price
Biology: Exploring Life Lab Manual (Teacher Edition)	0130642673	\$44.50
Prentice Hall Chemistry Lab Manual (Teacher Edition)	0131903632	\$44.50
Prentice Hall Earth Science Lab Manual (Teacher Edition)	0131259008	\$49.00

4. **Modification of Previous Order:** Client's previous order for access to ClassTools Achieve courses, related Professional Services, and Books, submitted via Capistrano Unified School District purchase order #310006, is cancelled as of the Effective Date.

Total Price: \$138,407.00

EXHIBIT B
Payment Schedule

- Apex Learning's invoice #SOINV00020676, issued in conjunction with purchase order #310006, is hereby cancelled. Client confirms payment of invoice #SOINV00020676 was not made to Apex Learning and, therefore, no credit is due or owing to Client.
- Client will pay Apex Learning for its purchase under this Agreement according to the following Payment Schedule:
 - Apex Learning will invoice Client for Books in the amount of \$4,557.00 on execution of this Agreement by both parties.
 - Apex Learning will invoice Client in the amount of \$8,150.00 on January 3, 2012.
 - Apex Learning will invoice Client in the amount of \$41,900.00 on July 2, 2012.
 - Apex Learning will invoice Client in the amount of \$41,900.00 on July 1, 2013.
 - Apex Learning will invoice Client in the amount of \$41,900.00 on July 1, 2014.

EXHIBIT C

User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Courses and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning’s ability to support Client and Client Users with respect to the Apex Courses depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Courses, (b) cooperating in a timely manner with Apex Learning’s efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third party hardware or software, or Client’s own network.

1
2 AGREEMENT NUMBER: 37177

3 INCOME AGREEMENT
4 CAPISTRANO UNIFIED SCHOOL DISTRICT

5 This AGREEMENT is hereby entered into this 1st day of July,
6 2011, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred
8 to as SUPERINTENDENT, and the Capistrano Unified School District,
9 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
collectively referred to as the Parties.

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

17 WHEREAS, DISTRICT is in need of such special services and
18 advice related to professional development training; and

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

22 NOW, THEREFORE, the parties hereby agree as follows:

23 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
24 independent contractor to perform the following described work, and
25 SUPERINTENDENT hereby agrees to perform said work upon the terms and
conditions hereinafter set forth. Specifically, SUPERINTENDENT

1 shall perform the following services to support DISTRICT students
2 with Autism Spectrum Disorders (ASD):

3 1.1 Provide three (3) days of consultation services which
4 may include:

5 a. Technical assistance to DISTRICT staff through
6 didactic training.

7 b. On-site visitations and program review and
8 development.

9 c. Additional support will facilitate the
10 establishment of quality indicators and the use
11 of evidence based practices within the
12 DISTRICT'S autism programs, assisting in the
13 establishment of workshops for parents, general
14 education staff and or administrators.

15 2.0 TERM. This AGREEMENT shall commence on July 1, 2011, and
16 end on June 30, 2012.

17 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for
18 services satisfactorily performed pursuant to Section 1.0 of this
19 AGREEMENT a total sum not to exceed Two thousand two hundred fifty
20 dollars (\$2,250.00). Payment shall be made at the rate of Seven
21 hundred fifty dollars (\$750.00) per day. Payment shall be mailed to:
22 Orange County Superintendent of Schools, Attn: Accounting Manager,
23 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
24 or at such other place as SUPERINTENDENT may designate in writing.

25 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance
of this AGREEMENT, shall be and act as an independent contractor.

1 SUPERINTENDENT understands and agrees that he/she and all of his/her
2 employees shall not be considered officers, employees or agents of
3 the DISTRICT, and are not entitled to benefits of any kind or nature
4 normally provided employees of the DISTRICT and/or to which
5 DISTRICT'S employees are normally entitled, including, but not
6 limited to, State Unemployment Compensation or Workers'
7 Compensation. SUPERINTENDENT assumes the full responsibility for
8 the acts and/or omissions of his/her employees or agents as they
9 relate to the services to be provided under this AGREEMENT.
10 SUPERINTENDENT shall assume full responsibility for payment of all
11 federal, state and local taxes or contributions, including
12 unemployment insurance, social security and income taxes with
13 respect to SUPERINTENDENT'S employees.

14 5.0 HOLD HARMLESS/INDEMNIFICATION.

15 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
16 hold harmless DISTRICT, its Governing Board, officers, agents, and
17 employees from liability and claims of liability for bodily injury,
18 personal injury, sickness, disease, or death of any person or
19 persons, or damage to any property, real personal, tangible or
20 intangible, arising out of the negligent acts or omissions of
21 employees, agents or officers of SUPERINTENDENT or the Orange County
22 Board of Education during the period of this AGREEMENT.

23 B. DISTRICT hereby agrees to indemnify, defend, and hold
24 harmless SUPERINTENDENT, the Orange County Board of Education, and
25 its officers, agents, and employees from liability and claims of
liability for bodily injury, personal injury, sickness, disease, or

1 death of any person or persons, or damage to any property, real,
2 personal, tangible or intangible, arising out of the negligent acts
3 or omissions of employees, agents or officers of DISTRICT during the
4 period of this AGREEMENT.

5 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to
6 this AGREEMENT shall not be assigned by the DISTRICT without prior
7 written approval of SUPERINTENDENT.

8 7.0 TOBACCO USE POLICY. In the interest of public health, the
9 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
10 use of any tobacco products are prohibited in buildings and
11 vehicles, and on any property owned, leased or contracted for by the
12 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
13 abide with conditions of this policy could result in the termination
14 of this AGREEMENT.

15 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
16 they will not engage in unlawful discrimination in employment of
17 persons because of race, color, religious creed, national origin,
18 ancestry, physical handicap, medical condition, marital status, or
19 sex of such persons.

20 9.0 TERMINATION. Either party may terminate this AGREEMENT with
21 or without reason with the giving of thirty (30) days written notice
22 to the other party. DISTRICT shall compensate SUPERINTENDENT only
23 for services satisfactorily rendered to the date of termination.
24 Written notice by DISTRICT shall be sufficient to stop further
25 performance of services by SUPERINTENDENT. Notice shall be deemed

given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

10.0 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 demands may be given by 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: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

12.0 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.

13.0 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.

14.0 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.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

BY: 

Authorized Signature

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: 

Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: August 4, 2011

Income-CapistranoUSD-SpecEd(37177)12
ZIP9

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

Cintas Corporation

RFP No. 3-1011 – Uniform Service called for an original contract period of December 8, 2010 through December 7, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Cintas Corporation, pursuant to RFP No. 3-1011, shall be extended an additional 12 months, for the period December 8, 2011, through December 7, 2012 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on November 30, 2011.

Except as set forth in this Extension Agreement, and Board approved on December 7, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Cintas Corporation

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.ccpousd.org

October 24, 2011

SENT VIA E-MAIL: divincenzop@cintas.com

Paul DiVincenzo
Government Account Manager
Cintas Corporation
15541 Mosher Avenue
Tustin, CA 92780

BOARD OF TRUSTEES
JACK R. BRICK
PRESIDENT

GARY PRITCHARD, PH. D.
VICE PRESIDENT

JOHN M. ALPAY
CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN MATTON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

Subject: Request For Proposal (RFP) No. 3-1011 – Uniform Service

Dear Mr. DiVincenzo:

Your current contract for uniform service to the Capistrano Unified School District, as referenced above, will expire on December 7, 2011.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period December 8, 2011 through December 7, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Monday, November 7, 2011.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

cc: Adam Dimmerling, General Manager, Cintas, dimmerlina@cintas.com
Victor Guzman, Lead Service Manager, Cintas, guzmanv@cintas.com



PRICING

NUMBER OF EMPLOYEES WITH UNIFORMS: 344 APPROX.

All pricing quoted is per unit.				
<ul style="list-style-type: none"> - Total would be per unit x inventory= total cost: - Example Bob gets 11 total shirts in inventory for a 5 day work week. - Cost is .13 per shirt x 11 shirts Rental = \$1.43 total per week. 	Rental Including Wash Service + Replacement <u>Per Unit</u>	Lease Including Replacement <u>Per Unit</u>	Rental or Lease FLAT Replacement Est. 30% Book Price Reduction	Direct Sale Purchase Pricing
Cintas Oxford Button Down Shirt	.36	.28	\$13.00	\$24.00
Cintas Comfort Work Shirt	.23	.18	\$11.00	\$21.00
Cintas Proknit Polo Shirt	.28	.22	\$14.00	\$23.00
Cintas Comfort Work Pant	.32	.26	\$13.00	\$19.00
Work Jackets	.53	.43	\$22.00	\$37.00
Shop Coats	.34	.27	\$19.00	\$27.00
Bath Towels	.35	n/a	n/a	n/a
Shop Towels	.09	n/a	n/a	n/a
3x5 Mat	2.00	n/a	n/a	n/a
4x6 Mat	2.95	n/a	n/a	n/a
3x10 Mat	3.50	n/a	n/a	n/a
	COST	COST		
Garment PREP – Hemming, Barcoding, etc..	.50	.50		
Name EMBLEM Produced, Applied, or Replaced	.75	.75		
Capistrano School District Emblem Produced, Applied, or Replaced – 100 qty minimum	\$2.50	\$2.50		
→ All Emblem Costs are FREE on Initial Delivery Roll Out				
EMBROIDERY CHARGES - LOGOS AND NAMES	\$4.00	\$4.00		
UNIFORM REPAIRS	\$0.00	\$0.00		
UNIFORM LOCKER STORAGE CHARGES → One Locker Holds 8 people's uniforms	\$1.50	\$1.50		
SIZE CHANGE CHARGES→ Garment Prep only	\$.50	\$.50		
SPECIAL CUT GARMENT CHARGES → 4XL+	\$.50	\$.50		
DELIVERY CHARGE → Per Delivery Location	\$5.00	\$5.00		



Sent Via E-Mail: VBYERS@capousd.org

November 6, 2011

Capistrano Unified School District
Education Center
33122 Valle Road
San Juan Capistrano, CA 92675

Cintas Corporation
15541 Mosher Ave.
Tustin, CA 92780
Phone: (714) 639-8577

Subject: RFP COVER LETTER: RFP No. 3-1011: UNIFORM SERVICE

Dear Ms. Byers,

We have received your letter for renewal and would like extend our contract for an additional 12-month for the renewal period of December 8, 2011 through December 7, 2012.

In light of *mutually* combined budget challenges for school districts such as Capistrano Unified and continued increases in operating and energy costs for private business such as Cintas (as evidenced by continued increases in our Consumer Pricing Index) we would like offer to keep our costs flat for 12 more months for the renewal period.

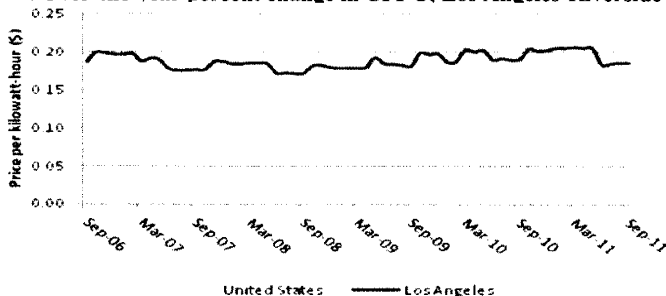
<http://www.bls.gov/ro9/cpilosa.htm>

CONSUMER PRICE INDEX, LOS ANGELES AREA – SEPTEMBER 2011

AREA PRICES WERE UP 0.5 PERCENT OVER THE PAST MONTH, UP 3.1 PERCENT FROM A YEAR AGO

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.5 percent in September, the U.S. Bureau of Labor Statistics reported today. (See table A.) Regional Commissioner Richard J. Holden noted that the September increase was influenced by higher prices for gasoline and apparel. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.). Over the last 12 months, the CPI-U increased 3.1 percent. (See chart 1.) Energy prices jumped 20.5 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 1.1 percent since September 2010.

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Riverside-Orange County, September 2008 – September 2011



We do believe the District may be able to save up to 5-10% in select areas with Cintas. We can offer this by way of auditing who is or isn't using the Rental + Washing services and offering those employees the Lease program as an alternative.

Cintas would like to offer this audit in an in-person meeting on Thursday, November 17th or Monday, November 21st with our findings and work together with the district to continue supplying our services as a long term partner.

Please respond to let us know if we can work together in this fashion and continue to offer the *high quality services* enjoyed by the district along with the potential for the compromised savings needed for the budget.

Thank you for your consideration of our proposal.

Sincerely,

Paul DiVincenzo

Cintas Corporation

15541 Mosher Ave. Tustin, CA 92780

Phone: 714.639.8577

Fax: 714.639.0744



PRICING

NUMBER OF EMPLOYEES WITH UNIFORMS: 344 APPROX.

All pricing quoted is per unit.				
<ul style="list-style-type: none"> - Total would be per unit x inventory= total cost: - Example Bob gets 11 total shirts in inventory for a 5 day work week. - Cost is .13 per shirt x 11 shirts Rental = \$1.43 total per week. 	Rental Including Wash Service + Replacement Per Unit	Lease Including Replacement Per Unit	Rental or Lease FLAT Replacement Est. 30% Book Price Reduction	Direct Sale Purchase Pricing
Cintas Oxford Button Down Shirt	.36	.28	\$13.00	\$24.00
Cintas Comfort Work Shirt	.23	.18	\$11.00	\$21.00
Cintas Proknit Polo Shirt	.28	.22	\$14.00	\$23.00
Cintas Comfort Work Pant	.32	.26	\$13.00	\$19.00
Work Jackets	.53	.43	\$22.00	\$37.00
Shop Coats	.34	.27	\$19.00	\$27.00
Bath Towels	.35	n/a	n/a	n/a
Shop Towels	.09	n/a	n/a	n/a
3x5 Mat	2.00	n/a	n/a	n/a
4x6 Mat	2.95	n/a	n/a	n/a
3x10 Mat	3.50	n/a	n/a	n/a
	COST	COST		
Garment PREP – Hemming, Barcoding, etc..	.50	.50		
Name EMBLEM Produced, Applied, or Replaced	.75	.75		
Capistrano School District Emblem Produced, Applied, or Replaced – 100 qty minimum	\$2.50	\$2.50		
➔ All Emblem Costs are FREE on Initial Delivery Roll Out				
EMBROIDERY CHARGES - LOGOS AND NAMES	\$4.00	\$4.00		
UNIFORM REPAIRS	\$0.00	\$0.00		
UNIFORM LOCKER STORAGE CHARGES ➔ One Locker Holds 8 people's uniforms	\$1.50	\$1.50		
SIZE CHANGE CHARGES ➔ Garment Prep only	\$.50	\$.50		
SPECIAL CUT GARMENT CHARGES ➔ 4XL+	\$.50	\$.50		
DELIVERY CHARGE ➔ Per Delivery Location	\$5.00	\$5.00		



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Cintas Corporation 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 required;

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:** Uniform Service

_____.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 12/08, 2010, and will diligently perform as required and complete performance by 12/07, 2011.

CONTRACTOR'S NAME: Cintas Corporation

CONTRACT No. 3-1011

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders per fee schedule (Attachment A).

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 Workers' 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 its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this 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. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. 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 no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents 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) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, 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 property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

13. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede 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.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. 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.

19. 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 services 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 demands may be given by 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Cintas Corporation
15541 Mosher Avenue
Tustin, CA 92780

20. 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.

CONTRACTOR'S NAME: Cintas Corporation CONTRACT No. 3-1011

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Scheule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8 DAY OF December, 2010.

Capistrano Unified School District
Name of District

Cintas Corporation
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Paul DiVincenzo
Typed or Printed Name

Director, Purchasing
Title

Government Account Manager
Title

December 7, 2010

Board Approval Date

88-0337154

Taxpayer Identification Number

Initials/Date _____



EXHIBIT A

PRICING

NUMBER OF EMPLOYEES WITH UNIFORMS: 344 APPROX.

All pricing quoted is per unit.				
<ul style="list-style-type: none"> - Total would be per unit x inventory= total cost: - Example Bob gets 11 total shirts in inventory for a 5 day work week. - Cost is .13 per shirt x 11 shirts Rental = \$1.43 total per week. 				
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4x6 Mat	2.95	n/a	n/a	n/a
3x10 Mat	3.50	n/a	n/a	n/a
	COST	COST		
Garment PREP – Hemming, Barcoding, etc..	.50	.50		
Name EMBLEM Produced, Applied, or Replaced	.75	.75		
Capistrano School District Emblem Produced, Applied, or Replaced – 100 qty minimum	\$2.50	\$2.50		
→ All Emblem Costs are FREE on Initial Delivery Roll Out				
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UNIFORM LOCKER STORAGE CHARGES → One Locker Holds 8 people's uniforms	\$1.50	\$1.50		
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SPECIAL CUT GARMENT CHARGES → 4XL+	\$.50	\$.50		
DELIVERY CHARGE → Per Delivery Location	\$5.00	\$5.00		



PUBLIC NOTICE

On an as needed, on-going basis, Capistrano Unified School District will be disposing of surplus personal property by public auction, sealed bid, or other appropriate method of disposal. The surplus items will be disposed of through the District's Maintenance & Operations eSurplus auction website.

The Maintenance & Operations eSurplus auction website is located at
http://maintenance-capousd-ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1252957631345

The disposal of surplus District personal property will be conducted in accordance with Education Code §17545 and 17546.

Date: December 1, 2011

Joseph M. Farley, Superintendent

