BOARD OF EDUCATION

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT

MINUTES OF THE MEETING OF

March 9, 2026

The meeting was called to order by the Board President at 5:00 p.m., in the Board Room, 12820 Pioneer Boulevard, Norwalk, CA with Board Members Amezcua, Brasov, Free, Langenwalter, and Cancio present. Mr. Rios arrived during Closed Session.

Board Members Present:	Dr. Robert Cancio, President Ms. Becky Langenwalter, MS, LMFT, Vice President Ms. Norma Amezcua, Member Narcis Brasov, Esq., Member Ms. Espie Free, MPA, MLS, Member Mr. Jose M. Rios, Member
Administrators Present:	Ms. Tania Magaña, Interim Superintendent Mr. Estuardo Santillan, Assistant Supt., Business Services Dr. Michael R. Gotto, Assistant Supt., Human Resources Mr. Christopher Hargraves, Public Information Officer

OPEN SESSION

PUBLIC COMMENTS

Opportunity for Citizens to Address the Board

Board President Cancio declared the Hearing Section of the meeting open.

Erica Aguilar, Parent (Virtual), expressed concerns regarding special education program administrator caseloads, IEP meeting scheduling, parent training updates through the Community Advisory Committee (CAC), and the discontinuation of DIBS training. Ms. Aguilar also announced the next CAC meeting will be held on March 19.

There being no one else wishing to address the Board, the President declared the Public Comment Section closed.

CLOSED SESSION

The President declared a Closed Session at 5:07 p.m., with possible action to follow. The Board of Education reconvened at 6:34 p.m., with all members present.

OPEN SESSION

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Violet Grace Garcia, Senior, Norwalk High School. Violet was presented with a certificate, and photos were taken with the Board of Education.

PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN BY THE BOARD IN CLOSED SESSION

22 - Personnel:

It was moved by Narcis Brasov, seconded by Jose Rios, and carried unanimously (6-0), R- 54

That the Resignation Agreement and Release with employee #22871 be approved. The agreement provides for the release of claims and allows the employee to resign effective March 31, 2026.

22 - Personnel:

It was moved by Narcis Brasov, seconded by Espie Free, and carried unanimously, R- 55

That that Employee #28525, a certificated employee, be released from his/her current administrative position effective July 1, 2026, and reassigned for the 2026–2027 school year.

ADMINISTRATIVE

2 - Administration Minutes:

It was moved by Norma Amezcua, seconded by Becky Langenwalter, and carried unanimously, R- 56

That the Minutes of February 23, 2026 be adopted as received.

2 - Administration Agenda:

It was moved by Norma Amezcua, and seconded by Narcis Brasov, and carried unanimously, R- 57

That the Agenda for this meeting be adopted as received.

RECOGNITIONS

Women's History Month, March 2026

It was moved by Becky Langenwalter, seconded by Jose Rios, and carried unanimously, R- 58

That the resolution proclaiming March 2026 as Women's History Month, appearing on Page 320 of these minutes be adopted.

Following adoption of the resolution, the Board presented the proclamation to CSEA President Martha Jauregui and TANLA President Maureen Quiros Gray. Carnations were presented to the women in attendance, and photographs were taken with the Board of Education.

PUBLIC COMMENT

Opportunity for Citizens to Address the Board

Board President Cancio declared the Public Comment Section of the meeting open.

Carrie Vaughn, Employee, commented on the recently completed negotiations and raised questions regarding the bargaining timeline, district technology support, administrative accountability, athletic program equity, and inclusive language in public institutions.

Dean Gray, Employee, invited the Board and district staff to Norwalk High School's annual Charity for Charities assembly on March 19th and shared information about the student-led fundraising event benefiting several charitable organizations.

Yvonne Marquez, Community Member, requested reconsideration and expedited review of an inter-district permit for her son to attend Granada Middle School in Whittier.

Brenda Rodriguez and Becca Birdsall, Employees, spoke in support of the Cotsen Foundation for the Art of Teaching program and shared their experiences with its positive impact on teacher development, instructional practices, and student learning.

PUBLIC COMMENT, Continued

Lee Squire, Community Member, requested that the District consider becoming a Purple Heart School District.

Evelyn Acevedo, Parent, invited the District community to recognize World Down Syndrome Day and spoke about the importance of inclusive and respectful language when discussing students with disabilities.

There being no one else wishing to address the Board, the President declared the Public Comment Section closed.

EMPLOYEE/PTA REPRESENTATIVES' REPORT

Martha Jauregui, President, CSEA and Maureen Quiros Gray, President, TANLA shared updates on their organizations' activities and initiatives.

SUPERINTENDENT'S REPORT

Interim Superintendent, Tania Magaña reported on recent visits to school sites, where she met with staff to listen to campus needs and shared photos from those visits. She provided updates on district stability, noting that widespread layoffs are not anticipated, and highlighted ongoing facility improvements, including upgrades at Huerta Elementary and planned roof replacements at several schools. She also noted continued collaboration with labor partners and recognized student activities and achievements across the district.

Dr. Joanne Jung, Director, College and Career Pathways provided an overview of a $700,000 K–12 Strong Workforce Program grant that will support the expansion of Career Technical Education pathways at the middle school level, with a focus on strengthening connections to high school programs, community colleges, and high-demand industry sectors.

BUSINESS SERVICES PRESENTATION

2025-2026 Second Interim Report

Mr. Estuardo Santillan, Assistant Superintendent, Business Services presented the 2025–26 Second Interim Report, reflecting budget adjustments based on financial data through January 31, 2026. The report includes one-time revenues that have not yet been assigned expenditures and does not include recently negotiated union agreements. The District received a positive AB1200 certification, indicating it is able to meet its financial obligations for the current and subsequent fiscal years.

BUSINESS SERVICES PRESENTATION, Continued

Revenues increased from the prior report primarily due to a higher unduplicated pupil percentage, while expenditures increased due to benefit adjustments, roofing projects, and program expenditures. Multi-year projections for the unrestricted general fund continue to reflect deficit spending; however, projected reserves remain above the state-required minimum and are estimated at approximately 17.14% for the current year.

Board Comments and Questions: Board members asked questions regarding declining enrollment projections, LCFF revenue changes related to unduplicated pupil counts, increased benefit and roofing expenditures, projected deficit spending, and the distinction between restricted and unrestricted funds. Board discussion also included the importance of monitoring enrollment trends, improving communication and outreach about district programs, and ensuring enrollment processes are responsive to families seeking to attend district schools. President Cancio requested that staff provide additional information regarding enrollment trends and schedule a study session on declining enrollment.

ACTION ITEMS

4 – Elections – CSBA Delegate Assembly, Region 24:

It was moved by Jose Rios and seconded by Norma Amezcua, R-59
and carried unanimously,

> That the Board cast votes for John Contreras (El Rancho USD), Esther Meja (El Rancho USD), Tyrone Conde (Downey USD), Alicia Mignano (Santa Monica-Malibu USD), Ann Phillips (Lawndale ESD), Linda Salomon (Downey USD) for CSBA Delegate Assembly, Region 24.

9 – Organizational:

It was moved by Narcis Brasov and seconded by Jose Rios, R-60
and carried unanimously,

> That the Resolution authorizing District Representative(s) for the School Facility Program, appearing on Page 321 of these minutes, be adopted.

9 – Measure G (Fund 21):

It was moved by Norma Amezcua and seconded by Jose Rios,
and opened for discussion

Board members asked questions regarding the district-wide re-roofing project, including confirmation that pricing was based on a state-approved CMAS contract, that quantities aligned with the project scope, and that materials include a manufacturer's warranty. Additional questions were asked regarding the removal of a storage bin associated with athletic facilities and a playground rope climber modification related to student safety. Gerald "Buzz" Mitchell, Director, Maintenance and Operations responded to questions and indicated that additional information regarding the storage bin removal would be provided.

It was moved by Norma Amezcua and seconded by Jose Rios, R- 61
and carried unanimously via roll call vote,

That purchase order(s) be issued to The Garland Company, Inc. in the amount of $9,382,112.10 for the purchase of Owner-Furnished, Contractor-Installed (OFCI) roofing materials for the District-Wide Re-Roofing Project (Bid No. 202526-4) in accordance with CMAS Contract No. 240-56-006B; and

That the Agreement with Element Consulting, Inc., on file in the Business Office, be approved and signed to provide construction management services for the Districtwide Reroofing Project at 17 District sites (Benton, Dulles, Eastwood, Edmondson, El Camino, Escalona, Foster Road, Gardenhill, Hutchinson, John Glenn, La Pluma, Lampton, Moffitt, Morrison, New River, Nuffer, and Ramona Head Start). This Agreement is effective March 10, 2026 through the completion of the Project. Services will be provided for an amount not to exceed $231,528.16 and will be paid from Measure G Bond Funds; and

That the Inspector Services Agreement with Pringle Group, on file in the Business Office, be approved and signed to provide project inspection services for the Districtwide Reroofing Project at 17 District sites (Benton, Dulles, Eastwood, Edmondson, El Camino, Escalona, Foster Road, Gardenhill, Hutchinson, John Glenn, La Pluma, Lampton, Moffitt, Morrison, New River, Nuffer, and Ramona Head Start). This Agreement is effective March 10, 2026 through the completion of the Project. Services will be provided for an amount not to exceed $83,640.00 and will be paid from Measure G Bond Funds; and

That Purchase Order No. 26-1778 with Miracle Playground Sales, Inc. be increased in the amount of $11,504.86 for the removal and replacement of rope climbers at Dolland, Edmondson, Johnston, and Lampton Elementary Schools; and

9 – Measure G (Fund 21), Continued**:**

That Purchase Order No. 26-1210 with Central Paving be increased in the amount of $4,900.00 for asphalt installation at the former planter area at La Pluma Elementary School; and

That a purchase order be issued to Athletic Field Engineering (AFE) Sports in the amount of $8,599.00 for bullpen turf modifications at La Mirada High School; and

That the Independent Contractor Agreement with KING Office Services, on file in the Business Office, be approved and signed for the removal of contents from (2)-40ft, (1)-20ft, and (1)-10ft storage containers located in the student parking lot of La Mirada High School, move the containers and reload the contents. This Agreement is effective April 1, 2026 through April 30, 2026. These services are associated with the La Mirada High School Baseball, Softball, Practice Fields Project and will be paid from Measure G Bond Funds.

CONSENT AGENDA

It was moved by Norma Amezcua and seconded by Jose Rios,
and opened for discussion.

Board Member Amezcua commented on Item 21.L., the Agreement with Perkins Eastman Architects, regarding the John Glenn High School agricultural program and expressed support for the project and the opportunities it will provide for student learning and career pathways.

It was moved by Norma Amezcua and seconded by Jose Rios, R-62
and carried unanimously,

That the Consent Agenda be approved with the exception of Item 21.E., Amendment No. 1 to Independent Contractor Agreement with Zen Education Inc.; Item 21.F., Amendment No. 1 to Client Services Agreement with Inclusive Learning Partners LLC; Item 21.G., Amendment No. 1 to Contract with Milestones Therapy Group; Item 21.I., Amendment No. 2 to Professional Services Agreement with Vital Healthcare Inc., and Item 21.H., Amendment No. 1 to Contract with the Los Angeles County Office of Education to be discussed and voted on separately.

5 – Acceptance of Gifts (CA):

Whereas, the following named donors have volunteered to give the District unconditionally, the items indicated:

Therefore, be it resolved that said gifts are hereby accepted and letters of appreciation directed to the donors:

Cash in the amount of $6,030.00, donated to Gardenhill Elementary School, by Gardenhill Elementary parents, to be used for 5th grade science camp, appearing on Page 322 of these minutes; and

Cash in the amount of $3,100.00, donated to Gardenhill Elementary School, by Gardenhill Elementary parents, to be used for 5th grade science camp, appearing on Page 323 of these minutes; and

Cash in the amount of $6,245.00, donated to Gardenhill Elementary School, by Gardenhill Elementary parents, to be used for 5th grade science camp, appearing on Page 324 of these minutes; and

Cash in the amount of $6,160.00, donated to Gardenhill Elementary School, by Gardenhill Elementary parents, to be used for 5th grade science camp, appearing on Page 325 of these minutes; and

A check in the amount of $1,730.96, donated to Gardenhill Elementary School, by Gardenhill Elementary PTA, to be used for any educational purposes principal deems necessary, appearing on Page 326 of these minutes; and

A check in the amount of $100.00, donated to Johnston Elementary School, by Alexandria Pedrosian Lopez, to be used for science camp, appearing on Page 327 of these minutes; and

Cash and check(s) in the amount of $3,180.00, donated to La Pluma Elementary School, by La Pluma Parents, to be used for 5th grade science camp, appearing on Page 328 of these minutes; and

Cash in the amount of $1,200.00, donated to La Pluma Elementary School, by La Pluma Parents, to be used for 5th grade science camp, appearing on Page 329 of these minutes; and

Cash in the amount of $1,200.00, donated to La Pluma Elementary School, by La Pluma Parents, to be used for 5th grade science camp, appearing on Page 330 of these minutes; and

5 – Acceptance of Gifts (CA), Continued**:**

A check in the amount of $1,670.00, donated to Moffitt Elementary School, by Moffitt PTO and The Blackbaud Giving Fund, to be used for field trips and/or as principal deems necessary, appearing on Page 331 of these minutes; and

Cash and check(s) in the amount of $2,211.00, donated to Corvallis Middle School, by Snap Mobile Inc./Corvallis Parents, to be used for Corvallis Cheer students, appearing on Page 332 of these minutes; and

Cash in the amount of $320.00, donated to Hutchinson Middle School, by Hutchinson Parents & Guardians, to be used for ASC Field trip to La Mirada Theater, appearing on Page 333 of these minutes; and

A check in the amount of $270.00, donated to John Glenn High School, by Bless Tires, Inc., to be used for Baseball supplies and/or equipment, appearing on Page 334 of these minutes; and

A check in the amount of $350.00, donated to John Glenn High School, by Reanna Rodriguez, to be used for Baseball supplies and/or equipment, appearing on Page 335 of these minutes; and

A check in the amount of $350.00, donated to John Glenn High School, by Luis Mejia, to be used for Baseball supplies and/or equipment, appearing on Page 336 of these minutes; and

A check in the amount of $200.00, donated to John Glenn High School, by Yessica Hernandez, to be used for cheer supplies and/or equipment, appearing on Page 337 of these minutes; and

A check in the amount of $3,000.00, donated to La Mirada High School, by LMHS Class of 1975 Reunion Committee, to be used for student accomplishments in various departments, appearing on Page 338 of these minutes; and

A check in the amount of $2,976.70, donated to La Mirada High School, by 1withGolf, to be used for new golf bags for golf team, appearing on Page 339 of these minutes; and

A check in the amount of $1,000.00, donated to Norwalk-La Mirada USD, by SchoolsFirst Federal Credit Union, to be used for Star Awards celebration, appearing on Page 340 of these minutes; and

5 – Acceptance of Gifts (CA), Continued**:**

A check in the amount of $250.00, donated to Norwalk-La Mirada USD, by Norwalk-La Mirada Administrators Association (NLMAA), to be used for Star Awards celebration, appearing on Page 341 of these minutes; and

A check in the amount of $500.00, donated to Norwalk-La Mirada USD, by City of Norwalk, to be used for Star Awards celebration, appearing on Page 342 of these minutes; and

9 – Claims and Accounts (CA):

That the Claims and Accounts, appearing on Page 343 through 344 of these minutes, be approved; and

16 – Funding Applications (CA):

That the resolution authorizing the acceptance of the 2025-2026 K-12 Strong Workforce Program Round 8 in the amount of $700,000, appearing on Page 345 of these minutes, be signed and adopted; and

9 – Bids (CA):

That the filing of the Notice of Completion for Huerta Exterior Beautification, Bid No. 202526-1 be approved; and

7 – Building Program (CA):

That the Inspector Services Agreement with RS Construction Service, Inc., on file in the Business Office, be approved and singed to provide DSA project inspection services for the Fire Alarm Upgrades Project at La Mirada Adult School. This Agreement is effective March 10, 2026 through the completion of the Project. Services will be provided for an amount not to exceed $52,920.00 and will be paid from String #11.0-63910.0-94150-85000-6280-4900000, Adult Education; and

9 – Budgetary Action (CA):

That the budget revisions for 2025-2026 be approved and a Positive Certification for the Second Interim Report for 2025-2026 (Report #25/26-5 on file in the Superintendent's Office) be adopted; and

That Resolution No. 25/26-8 establishing the Student Activity Special Revenue Fund (Fund 08) in accordance with Governmental Accounting Standards Board (GASB) Statement No. 84, appearing on Page 346 of these minutes, be adopted; and

That the authorization of the inter-fund transfer amount not to exceed $1,500,000 between the General Fund (Fund 01.0) and the Post Retirement Benefit Fund (20.0) for 2025-2026, be approved; and

That the authorization of the inter-fund transfer amount not to exceed $500,000 from the General Fund (01.0) to the Deferred Maintenance Fund (14.0) for 2025-2026, be approved; and

9 – Contracts/Agreements $4,000 & Over (CA):

That Amendment No. 1 to Independent Contractor Agreement with Momentum in Teaching, LLC, on file in the Business Office, be approved and signed to extend the term from January 8, 2026 to February 20, 2026 for professional development for Lampton Elementary School ELA Grades K-2 teachers. All other terms and conditions to remain as approved by the Board of Education on February 23, 2026; and

That Amendment No. 1 to Independent Contractor Agreement with Tutor Zone LLC, on file in the Business Office, be approved and signed to decrease the total contract value by $123,785.00; from $162,000.00 to $38,215.00 and revise the schedule as per the attached proposal. All other terms and conditions to remain as approved by the Board of Education on July 21, 2025; and

That the Independent Contractor Agreement with Diego Gonzalez, on file in the Business Office, be approved and signed to provide Norwalk High School with music coaching services. This Agreement is effective August 15, 2025 through June 6, 2026. Services will continue to be provided for an amount not to exceed $5,000.00 and will be paid from String #01.0-67700.0-17600-10000-5850-4500000, Prop 28; and

9 – Contracts/Agreements $4,000 & Over (CA), Continued**:**

That the Program Contract with American Outdoor Education, LLC, on file in the Business Office, be approved and signed to provide Edmondson Elementary School with overnight accommodations and an educational program. This Agreement is effective March 16, 2026 through March 20, 2026. Services will be provided at a rate of $575.00 per student and $250.00 per teacher; for an estimated amount of $18,000.00 that may fluctuate depending on student participation final count and will be paid from String #01.0 63320.0-11100-10000-5886-1000000, CA Community Schools Partnership; and

That the Independent Contractor Agreement with General Installers, on file in the Business Office, be approved and signed to repair the door jamb sides of the existing walk-in cooler at the Central Kitchen. This Agreement is effective February 23, 2026 through June 30, 2026. Services will continue to be provided for an amount not to exceed $4,805.00 and will be paid from String #13.0-53100.0-00000-37000-5637-7600000, Child Nutrition; and

That the Independent Contractor Agreement with MEI Industrial Solutions, on file in the Business Office, be approved and signed to provide labor and equipment to remove and dispose of an 8-foot by 40-foot steel storage container from Moffitt Elementary School that is deteriorating and unsafe. This Agreement is effective February 24, 2026 through June 30, 2026. Services will continue to be provided for an amount not to exceed $8,100.00 and will be paid from String #40.0-00000.0-00000-81000-5810-1800000, Special Reserves; and

That the Agreement with Perkins Eastman Architects, on file in the Business Office, be approved and signed to provide architectural services for the design of a new produce garden associated with the CTE Program funded by the Golden State Pathways Program grant at John Glenn High School. This Agreement is effective March 10, 2026 through the completion of the Project. Services will be provided for an amount not to exceed $56,000.00 and will be paid from String #01.0-63830.0-38000-10000-5810-4200000, Golden State Pathways; and

9 – Other Business Items (CA):

That the Recreational Use & Field Maintenance Agreement with City of La Mirada (City) for City, on file in the Business Office, be approved and signed to maintain athletic facilities at Los Coyotes Middle School (LCMS) for the benefit of La Mirada Athletic Council Members; non-profit community youth sports groups, and allow first priority to reserve the Los Coyotes Middle School athletic facilities for practices and games. This Agreement is effective July 1, 2026 through June 30, 2027; and

9 – Other Business Items (CA), Continued**:**

That the Facility Use Agreement with the City of La Mirada, on file in the Business Office, be approved and signed for use of Behringer Athletic Fields, La Mirada Community Gymnasium, and SPLASH! La Mirada Regional Aquatics Center for La Mirada High School sports programs. This Agreement is effective July 1, 2026 through June 30, 2027; and

30 – Requests for Travel (CA):

That District representation by approximately 95 Gardenhill Elementary School 5th Grade Students and Chaperones Anthony Gaglio, Andrea Acosta, Wendy Nametz, and Michelle Stewart, appearing on Page 347 of these minutes, be approved to participate in "5th Science Camp," Crestline, CA, March 23-26, 2026; and authorization be granted for an approximate total cost ($47,880.00) for admission/registration fees, transportation, and other necessary expenses, to be funded from String #01.0-01370.0-11100-10000-5710-28; and

That District representation by approximately 35 La Pluma Elementary School 5th Grade Students and Chaperones Michelle Lee and Kim Hyun, appearing on Page 348 of these minutes, be approved to participate in "5th Grade Science Camp," Crestline, CA, March 23-26, 2026; and authorization be granted for an approximate total cost ($19,227.95) for admission/registration fees, transportation, and other necessary expenses, to be funded from String #01.0-01370.0-11100-1000-5810-16; and

That District representation by Norwalk High School Wrestling Students and Chaperones Francisco Soto, Bryan Devries, and Mia Farr, appearing on Page 349 of these minutes, be ratified to participate in "State Wrestling Tournament," Bakersfield, CA, March 25-28, 2026; and authorization be granted for an approximate total cost ($3,151.17) for lodging and other necessary expenses, to be funded from String #01.0-06000.0-15000-42000-5810-45; and

That District representation by approximately 110 SkillsUSA Students and Chaperones Tracy Horton, Kristi Melton, Ken Cook, Ben Hopson, Ashley Baclaan, Joe Parra, Lisa Harrington, Samuel Saatzar, Heather Crocker, Casey Crocker, Brent Tuttle, Derek Wood, Andrea Wood, Raul Pena, and Christian Suarez, appearing on Page 350 of these minutes, be approved to participate in "SkillsUSA State Conference," Ontario, CA, April 9-12, 2026; and authorization be granted for an approximate total cost ($74,274.00) for admission/registration fees, transportation, lodging, food, and other necessary expenses, to be funded from String #01.0-63870.0-38000-10000-5220-65, String #01.0-00720.0-38010-1000-5710-60, and String #01.0-63870.0-38000-10000-5220-65; and

22 –Routine Personnel (CA):

That the Personnel Report, appearing on Page 351 through 358 of these minutes, be approved; and

That the Tentative Agreement between the Norwalk-La Mirada Unified School District and the Teachers Association of the Norwalk-La Mirada Area (TANLA) for reopener negotiations for the 2025–2026 school year , appearing on Page 359 through 530 of these minutes, be approved. The agreement is effective July 1, 2024 through June 30, 2027; and

That the salary increase for Certificated employees, appearing on Page 531 through 568 of these minutes, be approved. Salaries for Certificated employees shall be increased by 2.3% and be declared indefinite, retroactive to July 1, 2025; and

That the public disclosure forms under Assembly Bill (AB) 1200 for Certificated employees, appearing on Page 569 through 589 of these minutes, be approved, reflecting a 2.3% salary increase retroactive to July 1, 2025 for fiscal year 2025–2026; and

That the Memorandum of Understanding between the Norwalk-La Mirada Unified School District and the Teachers Association of the Norwalk-La Mirada Area (TANLA), regarding the process for salary placement based on the removal of longevity and anniversary language, appearing on Page 590 through 591 of these minutes, be approved; and

That the Adult School Master Calendar for the 2026–2027 school year, appearing on Page 592 of these minutes, be adopted; and

That Resolution No. 25/26-9 Regarding Layoff of Certificated Personnel due to Lack of Work and/or Lack of Funds, effective June 30, 2026, appearing on Page 593 of these minutes, be signed and adopted; and

That Resolution No. 25/26-10 Regarding Layoff of Classified Personnel due to Lack of Work and/or Lack of Funds, effective June 30, 2026, appearing on Page 594 through 595 of these minutes, be adopted; and

That the contract for Interim Superintendent with Tania Magaña, appearing on Page 596 through 599 of these minutes, be approved at an annual salary of $293,351.52, effective February 12, 2026; and

That the Temporary Contracted Management Employee salary schedule, effective February 12, 2026, appearing on Page 600 of these minutes, be approved and that all salaries be declared indefinite as of this time.

ACTION ITEMS

9 – Contracts/Agreements $4,000 & Over:

It was moved Norma Amezcua and seconded by Narcis Brasov,
and opened for discussion.

The Board discussed the consent agenda items that had been pulled for separate consideration: Item 21.E., Amendment No. 1 to Independent Contractor Agreement with Zen Educate, Inc.; Item 21.F., Amendment No. 1 to Client Services Agreement with Inclusive Learning Partners, LLC; Item 21.G., Amendment No. 1 to Contract with Milestones Therapy Group; and Item 21.I., Amendment No. 2 to Professional Services Agreement with Vital Healthcare, Inc.

Board members asked questions regarding the proposed increases to special education-related service contracts, including projected costs through the remainder of the school year, staffing vacancies, recruitment and retention efforts, and the use of agency staff to meet student needs. Questions were also raised regarding the potential impact on services required under students' Individualized Education Programs (IEPs) if the amendments were not approved.

Mr. Jim Wood, Executive Director of Student Support Services/Special Education, reported that the requested amendments reflected projected service needs through the end of the school year and described ongoing recruitment and hiring efforts, including revised posting procedures and additional outreach strategies. Mr. Wood further stated that delaying approval of certain contracts could affect the District's ability to provide required student support services.

Board members also discussed the need to strengthen recruitment and retention efforts for special education support staff and requested that future study sessions be scheduled to review special education staffing and services.

Item 21.H., Amendment No. 1 to Contract with the Los Angeles County Office of Education, was discussed separately. Staff clarified that the amendment extends the timeline for the District to utilize previously awarded grant funds supporting student mental health services.

9 – Contracts/Agreements $4,000 & Over:

It was moved by Norma Amezcua and seconded by Narcis Brasov, R- 63
and carried by a 5-1 roll call vote, with "yes" votes by Norma Amezcua, Narcis Brasov, Espie Free, Becky Langenwalter, and Jose Rios; and a "no" vote by Dr. Robert Cancio,

> That Amendment No. 1 to Independent Contractor Agreement with Zen Educate Inc., on file in the Business Office, be approved and signed to increase the total contract value by $225,000.00 to $475,000.00 due to increased students' need for individualized and classroom aides as per their IEPs. All other terms and conditions to remain as approved by the Board of Education on October 13, 2025.

9 – Contracts/Agreements $4,000 & Over:

It was moved by Norma Amezcua and seconded by Narcis Brasov, R- 64
and carried by a 5-1 roll call vote, with "yes" votes by Norma Amezcua, Narcis Brasov, Espie Free, Becky Langenwalter, and Jose Rios; and a "no" vote by Dr. Robert Cancio,

That Amendment No. 1 to Client Services Agreement with Inclusive Learning Partners LLC, on file in the Business Office, be approved and signed to increase the total contract value by $402,000.00; from $200,000.00 to $602,000.00 for additional contract personnel to support the needs of the Special Education Program and its students' IEPs. All other terms and conditions to remain as approved by the Board of Education on July 21, 2025.

9 – Contracts/Agreements $4,000 & Over:

It was moved by Norma Amezcua and seconded by Narcis Brasov, R- 65
and carried by a 5-1 roll call vote, with "yes" votes by Norma Amezcua, Narcis Brasov, Espie Free, Becky Langenwalter, and Jose Rios; and a "no" vote by Dr. Robert Cancio,

That Amendment No. 1 to Contract with Milestones Therapy Group, on file in the Business Office, be approved and signed to increase the total contract value by $98,000.00 from $70,000.00 to $168,000.00 due to increased students' need for speech-language pathology services as per their IEPs. All other terms and conditions to remain as approved by the Board of Education on October 27, 2025.

9 – Contracts/Agreements $4,000 & Over:

It was moved by Norma Amezcua and seconded by Narcis Brasov, R- 66
and failed by a 3-3 roll call vote, with "yes" votes by Norma Amezcua, Espie Free, and Jose Rios; and "no" votes by Dr. Robert Cancio, Narcis Brasov, and Becky Langenwalter,

That Amendment No. 2 to the Professional Services Agreement with Vital Healthcare Inc. to increase the total contract value by $310,000.00; from $850,000.00 to $1,160,000.00 due to an increased need for individualized student support as included in the students' Individualized Education Plans. All other terms and conditions to remain as approved by the Board of Education on August 18, 2025, **was not approved**.

9 – Contracts/Agreements $4,000 & Over:

It was moved by Norma Amezcua and seconded by Narcis Brasov, and carried unanimously by roll call vote, R- 67

That Amendment No. 1 to Contract with the Los Angeles County Office of Education, on file in the Business Office, be approved and signed to extend the term from June 30, 2026 to June 30, 2027 for funding to support the Children and Youth Behavioral Health Initiative. All other terms and conditions to remain as approved by the Board of Education on June 9, 2025.

BOARD COMMUNICATIONS

Narcis Brasov

- Shared that he visited Escalona Elementary, Eastwood Elementary, and Benton Middle School and commended school leadership, programs, and new playground improvements across the district.

Jose Rios

- Highlighted the district's mock interview event for high school students and thanked staff and community partners for supporting career readiness opportunities.

Norma Amezcua

- Reported on meetings with TANLA representatives, participation in community events, and attendance at a conference focused on supporting individuals with disabilities, emphasizing her commitment to special education advocacy.

Espie Free

- Attended the AVID Elementary Showcase at Edmondson Elementary and participated in Read Across America events at several schools.

Becky Langenwalter

- Shared updates from school visits, Read Across America activities, the La Mirada Youth in Government presentation, STEAM Night at Escalona, and recognition of district student achievements in SkillsUSA competitions.

Dr. Robert Cancio

- Reported on site visits with district leadership, participation in DELAC activities, and meetings with federal legislators in Washington, D.C. to advocate for education funding.

ADJOURNMENT

It was moved by Norma Amezcua and seconded by Becky Langenwalter, and carried unanimously, R-68

The meeting of the Board of Education was adjourned at 9:59 p.m.

The next meeting of the Board of Education will be held on Saturday, March 14, 2026 at 9:00 a.m.

_____
Tania Magaña
Interim Superintendent

_____
Dr. Robert Cancio
Board President

BOARD OF EDUCATION

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT

MINUTES OF THE MEETING OF

March 14, 2026

The meeting was called to order by the Board Vice President at 9:03 a.m. in the Board Room, 12820 Pioneer Boulevard, Norwalk, CA with all members present.

Board Members Present:
Dr. Robert Cancio, President (Virtual)
Ms. Becky Langenwalter, MS, LMFT, Vice President
Ms. Norma Amezcua, Member
Narcis Brasov, Esq., Member
Ms. Espie Free, MPA, MLS, Member
Mr. Jose M. Rios, Member

OPEN SESSION

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice President Langenwalter.

ADMINISTRATIVE

2 - Administration Agenda:

It was moved by Norma Amezcua, and seconded by Narcis Brasov, and carried unanimously, R- 69

That the Agenda for this meeting be adopted as received.

PUBLIC COMMENTS

Opportunity for Citizens to Address the Board

Board Vice President Langenwalter declared the Hearing Section of the meeting open.

There being no one wishing to address the Board, the Vice President declared the Public Comment Section closed.

REVIEW APPLICATIONS FOR THE VACANT BOARD OF EDUCATION SEAT

At the February 23, 2026 Board meeting, the Board announced an appointment process to fill the vacancy created by the resignation of Board Member Dr. Lorena Vidaurre.

The Board reviewed the applications submitted to fill the vacancy. It was noted that the position was previously elected at-large, and therefore the provisional appointment process was open to any qualified resident within the District. The Board also clarified that the seat will be subject to trustee area elections beginning with the November 2026 election.

Nine applications were received: Bright Agada, Jorge Alvarez, Esthela Chavez-Prado, Mark Copland, David Jimenez, Bo Kim, Julie Parra, Daniel S. Siwak, and Christopher Staples.

The Board conducted a roll call vote on each applicant to determine which candidates would advance to the interview stage.

Based on the vote tally, the Board selected Esthela Chavez-Prado, Mark Copland, and Christopher Staples to advance to interviews, which will be conducted at the March 23, 2026 Board meeting.

ADJOURNMENT

It was moved by Norma Amezcua and seconded by Jose Rios, R-70
and carried unanimously,

The meeting of the Board of Education was adjourned at 9:28 a.m.

The next meeting of the Board of Education will be held on Monday, March 23, 2026 starting at 5:00 p.m. with Board Candidate Interviews and Closed Session and Open Session at 6:30 p.m.

_____
Tania Magaña
Interim Superintendent

_____
Dr. Robert Cancio
Board President

RESOLUTION NO. 25/26-11

RESOLUTION OF THE BOARD OF EDUCATION OF THE NORWALK- LA MIRADA UNIFIED SCHOOL DISTRICT TO ENTER INTO CONTRACTS FOR THE REMOVAL AND REPLACEMENT OF THE TRANSPORTATION DEPARTMENT'S UNDERGROUND STORAGE TANK

WHEREAS, in August 2023, the Transportation Department for the Norwalk- La Mirada Unified School District ("District") discovered a leak in the secondary containment wall of its underground storage tank ("UST") used to store fuel for its vehicles;

WHEREAS, in September and October of 2023, the District's Transportation Department obtained proposals from various companies to replace the UST, but it was determined that this work would be subject to the competitive bidding requirements under the Public Contract Code;

WHEREAS, in order to start the process to bid the required work, the District in July 2024 issued a request for proposals to five design firms to prepare plans and specifications to remove and replace the UST ("Project"); however, due to the specialized nature of this work three of the five firms declined to submit a proposal even prior the deadline;

WHEREAS, the District issued an addendum to the request for proposals and invited three additional design firms to submit proposals, but no proposals were received by the due date;

WHEREAS, throughout the rest of 2024, the District contacted and had meetings with various companies to discuss details about the required work;

WHEREAS, on March 24, 2025, the UST work was presented to the governing Board of Education ("Board") as a Measure G project and the Board approved a budget of $1.5 million for the Project;

WHEREAS, due to the specialized nature of this work and the lack of responses from design firms as noted above, District staff, in conjunction with District's legal counsel explored alternative project delivery methods including, but not limited to, design-build and using cooperative purchasing contracts; however, these alternative project delivery had limitations and could not fully address the District's needs and requirements for the Project;

WHEREAS, since the discovery of the leak, the District's Transportation Department has had to obtain fuel off site which is impacting its operations;

WHEREAS, due to the Transportation Department's reliance on having a functioning UST to meet the District's operational and transportation needs, and the

impact of having to go offsite and transport fuel, the District must enter into one or more contracts to complete the Project as soon as possible;

WHEREAS, based on the factors noted above, the District's prior unsuccessful results in retaining a design firm to prepare documents to competitively bid the work, the lack of an alternative construction delivery method and cooperative purchasing contract that meets all of the District's requirements, and the District's immediate need to have a functioning UST as soon as possible, District staff believes that advertising for bids for the Project at this time will result in no advantage to the District; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490, and Los Angeles Dredging Company v. Long Beach, (1930) 210 Cal. 348, hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE NORWALK- LA MIRADA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the District has an immediate need to enter into one or more contracts for the removal and replacement of the UST.

3. That due to the specialized nature of the work, the District's prior unsuccessful results in retaining a design firm to prepare documents to competitively bid the work, the lack of an alternative construction delivery method and cooperative purchasing contract that meets all of the District's requirements, and the District's immediate need to have a functioning UST as soon as possible, it would work an incongruity and not produce any advantage for the District to competitively bid the required services for the Project.

4. That the District's Board of Education approves entering into one or more contracts to complete the Project without competitive bidding.

5. That the District's Board of Education, by a majority vote and pursuant to Education Code Section 17604 and similar statutes, delegates authority to its Assistant Superintendent, Business Services to negotiate and execute any and all agreements and documents related to the Project, and to otherwise carry out the intent of this Resolution, all subject to ratification by the District's Board.

6. That this Resolution shall be effective as of the date of its adoption by the Board.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Norwalk- La Mirada Unified School District this 23rd day of March 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

I, Dr. Rob Cancio, President of Governing Board of the Norwalk- La Mirada Unified School District, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.

_____
President of the Board of Education
Norwalk- La Mirada Unified School District

I, Tania Magaña, Clerk of the Governing Board of the Norwalk- La Mirada Unified School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board at a regular meeting thereof held on the 23rd day of March 2026, by the above-described vote of the Governing Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norwalk- La Mirada Unified School District Governing Board this 23rd day of March 2026.

_____
Clerk of the Board of Education
Norwalk- La Mirada Unified School District

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CONSULTANT SERVICES AGREEMENT
Labor Compliance Consulting

This AGREEMENT is made and entered into this **24th** day of **March** in the year **2026** between the Norwalk-La Mirada Unified School District, hereinafter referred to as ("DISTRICT"), and **SCHOOL CONSTRUCTION COMPLIANCE, LLC,** hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters, and such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel, and CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, DISTRICT desires to obtain the following specialized services and/or advice: **labor compliance consulting services for the Districtwide Reroofing Project**, hereinafter referred to as the "PROJECT"; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I
SCOPE AND SERVICES AND RESPONSIBILITIES

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as **EXHIBIT "A"** (the "CONSULTANT's WORK PLAN"). Where the CONSULTANT's WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals ("RFP") from the DISTRICT, the CONSULTANT's WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT's WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

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3. Contract Term. The effective period of this AGREEMENT is to be from **March 24, 2026, through project completion**.

4. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty

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(30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the Program and Projects and get "up to speed" at CONSULTANT's cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

ARTICLE II
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **TWENTY-TWO THOUSAND DOLLARS AND ZERO CENTS ($22,000.00)** for performing the services required by this AGREEMENT and **EXHIBIT "A"**.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to 45103.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

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ARTICLE III
REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of reports and/or other documents otherwise not covered in the agreement and approved in advance by District.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the District.

d. Mileage at IRS Rate if site exceeds more than 25 miles from the District.

e. Out of town travel approved in advance by District.

2. Reimbursable expenses are estimated to be **ZERO DOLLARS ($0.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IV
TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

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4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE V
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

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ARTICLE VI
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b)

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above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT. IN NO EVENT SHALL THE CONSULTANT'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONSULTANT FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS ($1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance

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carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX
MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's 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. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California.

5. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PORTIONS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of

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the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices: 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, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth 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 Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Norwalk-La Mirada Unified School District
15711 Pioneer Blvd., Bldg. G
Norwalk, CA 90650
Telephone: (562) 868-9014

To the CONSULTANT:

School Construction Compliance, LLC
17011 Beach Blvd., Ste. 900
Huntington Beach, CA 92647
Telephone: (714) 375-6654

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15. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of CONSULTANT, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this AGREEMENT. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

20. Prevailing Wages: If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

21. Education Code Section 45125.1: During the entire term of this AGREEMENT, CONSULTANT shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that the CONSULTANT will have contract with pupils in the performance of services under this AGREEMENT. See **EXHIBIT "B"** attached.

22. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

SCHOOL CONSTRUCTION COMPLIANCE, LLC	**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT**
DocuSigned by:	
By Mana Fuller 6BEC4506835C4A0...	By _____
Print Name Mana Fuller	Print Name Estuardo A. Santillan
Title President	Title Assistant Superintendent, Business Services
Date 3/5/2026 | 4:06 PM PST	Date _____

Docusign Envelope ID: BEC89CDB-348D-4898-ADB6-3B596CF64EBF

Address

Phone 714.375.6654

Fax 714.375.6699

Tax ID# 80-0878499

Email mfuller@sccllc.org

Docusign Envelope ID: BEC89CDB-348D-4898-ADB6-3B596CF64EBF

EXHIBIT "A"

CONSULTANT 'S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION

Docusign Envelope ID: BEC89CDB-348D-4898-ADB6-3B596CF64EBF

School Construction Compliance, LLC

Proposal to Provide Prevailing Wage and Apprenticeship Consultation Services

Prepared For

Norwalk – La Mirada Unified School District

Jerome Cygan, Facilities Coordinator
15711 Pioneer Boulevard, Building "G"
Norwalk, CA 90650

Prepared by

School Construction Compliance, LLC
Mana Fuller
17011 Beach Boulevard, Suite 900
Huntington Beach, CA 92647
P: (714) 375-6654
F: (714) 375-6699

Docusign Envelope ID: BEC89CDB-348D-4898-ADB6-3B596CF64EBF

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Section **Page**

1. SCOPE OF SERVICES 1
2. FEE PROPOSAL 3

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1. School Construction Compliance, LLC ("SCC") shall provide Labor Compliance Consulting Services to the Norwalk – La Mirada Unified School District ("District"). Such services shall be provided for the Districtwide Reroofing Project ("Project") at Various Sites. The specific tasks to be performed under this Scope of Work include the following:

Task 1 **Presentations to Contractors and Subcontractors**

SCC shall conduct one (1) labor compliance presentation per project at pre-construction meetings. At such presentations, SCC shall discuss with contractors and subcontractors the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records, and the prohibition against discrimination in employment.

Task 2 **On-Site Visits**

SCC shall conduct On-Site Visits at least once per calendar month, or as needed, for the project to verify the proper posting of LCP information, and to interview employees and operators of the contractor and subcontractors. During interviews, SCC shall obtain information regarding actual wages, job classifications, and fringe benefits of the interviewee. The results of each interview shall be summarized on the Labor Compliance Site Visitation Interview Form.

Task 3 **Review of Payroll Records**

SCC shall review weekly certified payroll records of the contractor and subcontractors as submitted electronically to the Division of Labor Standards Enforcement ("DLSE"). These records shall be compared to (i) the Labor Compliance Site Visitation Interview Forms and (ii) the current prevailing wage rates of the State of California. In the event discrepancies are identified, SCC shall prepare a discrepancy report which shall be submitted to both the District and the DLSE.

Task 4 **Reporting Violations**

In the event a violation is identified, SCC shall submit such findings to the District and DLSE. The report shall include (i) a description of the alleged violation and the evidence which supports said allegations, (ii) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, (iii) the classification of workers employed on

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the public works contract, and (iv) any other additional investigative information as may be required to clarify the audit.

Task 5 **Public Records Requests**

In the event the District and/or SCC receives a Public Records Request(s) during or after completion of the Project, SCC shall fulfill the request to the requesting party on behalf of the District, and as pursuant to, and authorized by California State Labor Code 1776 (b) (3) and in compliance with California Code of Regulations, Title 8, Group 3, Article 6, Section 16400.

Task 6 **Develop Public Outreach Activities**

SCC shall assist the District with the development of public outreach activities. These activities include (i) regular presentations to contractors and subcontractors at job start meetings, (ii) ongoing communication with District on the possibility of prevailing wage violations, and (iii) periodic phone conferences with contractor organizations, prime contractors, and subcontractors interested in public works contracting with the District. In addition, SCC shall provide ongoing management in-service and workshops for the District.

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2. FEE PROPOSAL

SCC shall provide Labor Compliance Consulting Services for the District for the projects below.

Such services shall be billed on a flat fee, all-inclusive arrangement. SCC prefers to invoice in equal monthly installments of the total fee amount based on the estimated duration and cost of construction. Should the Project's cost or duration change, or SCC's scope of services be augmented or expanded, SCC shall be permitted to negotiate additional fees. However, additional services are not permitted without prior written consent of both Parties.

Districtwide Reroofing Project at Various Sites

Based on an estimated Project Cost of $11,785,925.70 and a Project Duration of approximately (4) months, (one month additional for project close-out) the total fee for services shall be $22,000.00. SCC will invoice for equal monthly amounts based on that total fee via the Table below.

Project	SCC Fee
Benton	$600
Dulles	$1300
Eastwood	$2000
Edmondson	$500
El Camino	$600
Escalona	$1600
Foster Road	$2000
Gardenhill	$2000
Hutchinson	$200
John Glenn	$1600
La Pluma	$1600
Lampton	$1200
Moffitt	$2200
Morrison	$400
New River	$700
Nuffer	$1800
Ramona	$1700
Total	$22,000

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EXHIBIT "B"

CONSULTANT'S CERTIFICATION REGARDING BACKGROUND CHECKS

Pursuant to Education Code Section 45125.1, CONSULTANT has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Norwalk-La Mirada Unified School District, pursuant to this AGREEMENT, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, below is a list of the names of the employees of the undersigned who may come in contact with pupils:

Mana Fuller

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 3/5/2026 | 4:06 PM PST

DocuSigned by:
Mana Fuller
8BEC4589835C4A0...

Mana Fuller

School Construction Compliance LLC

By its: _____

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26-0217

Original PO#_____

AMENDMENT NO. 2
TO

CONSULTANT SERVICES AGREEMENT

The Agreement, dated March 26, 2024 between the Norwalk – La Mirada Unified School District and Converse Consultants shall be amended as follows:

Increase fees for additional geotechnical services related to the Hutchinson Middle School Band Room Project, in accordance with the proposal dated March 3, 2026, attached as Exhibit 'A'. The Services will include additional geotechnical construction monitoring services to inspect the soils. The construction monitoring hours originally estimated prior to commencement of construction did not fully account for the ultimate hours required for monitoring. Services will be provided for an increased amount of $21,040.00 from $56,433.00 to a new total of $77,473.00.

All other terms and conditions of the Agreement and any previous Amendments shall remain as approved by the Norwalk – La Mirada Unified School District on June 23, 2025.

CONTRACTOR:

Signature Signed by: Siva Sivathasan 0E76DE757ZD24E4...

Title President

Name Siva K. Sivathasan

Address 717 S. Myrtle Ave
Monrovia, CA91016

Phone Number 6269301275

DISTRICT:

Signature _____

Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000

Date Approved _____

Docusign Envelope ID: 58547891-87AC-4B40-BA7E-40DDA7572E40

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

March 3, 2026

Ms. Bomee Yoon
Facilities Coordinator
Facilities Planning & Construction
Norwalk-La Mirada Unified School District
15711 Pioneer Boulevard, Building G
Norwalk, California 90650

Subject: **ADDITIONAL BUDGET REQUEST**
Amendment No. 2 to the Geotechnical Services Agreement
13900 Estero Road
La Mirada, California 90638
Norwalk-La Mirada Unified School District
Converse Project No. 24-31-146-00 (30/40)

Dear Ms. Yoon:

Converse is providing geotechnical observation and testing and material testing and inspection services for the subject project in accordance with our revised proposal dated May 29, 2025. The cost of the services was estimated to be $35,660.00. Due to added inspection time, Converse is requesting an additional budget.

As of March 2, 2026 the Project is over budget by $8,560.00. Based on information provided to us on March 2, 2026, the Project remains incomplete and requires additional services of 80 hours of inspection from Converse. Accordingly, Converse respectfully requests an additional budget of **$21,040.00** to compensate for the continued and additional services provided in support of this Project.

If the terms are acceptable, please complete and sign the attached Acceptance of Agreement form and return it to us.

Please feel free to contact the undersigned at (626) 930-1275 if you have any questions or need additional information.

Sincerely,

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
President / Principal Engineer

Dist.: 1 to Addressee via Email
SKS/DP: ed

Docusign Envelope ID: 58547891-87AC-4B40-BA7E-40DDA7572E40

ADDITIONAL BUDGET REQUEST

Amendment No. 1 to the Geotechnical Services Agreement
13900 Estero Road, La Mirada, California 90638
Norwalk-La Mirada Unified School District
Converse Project No. 24-31-146-00 (30/40)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED	
Firm Name:	(Client)[1]
By:	(Print Name)
Signature:	
Title:	Date:
Telephone No.	
Email:	
P.O. No./Billing Instructions[2,3]:	

1 Invoices will be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

3 It is understood by both contracting parties that this is a prevailing wage project for geotechnical services as determined by California Labor Code Sections 1770-1780.

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Original PO#_____

AMENDMENT NO. 1
TO

CONSULTANT SERVICES AGREEMENT

The Agreement, dated March 26, 2024 between the Norwalk – La Mirada Unified School District and Converse Consultants shall be amended as follows:

Increase fees for additional geotechnical services related to the Hutchinson Middle School Band Room Project, in accordance with the proposal dated April 2, 2025, attached as Exhibit 'A'. Services will be provided for an increased amount of $35,660.00 from $20,773.00 to a new total of $56,433.00.

All other terms and conditions of the Agreement and any previous Amendments shall remain as approved by the Norwalk – La Mirada Unified School District on March 25, 2024.

CONTRACTOR:

Signature: Signed by: Siva Sivathasan 0E76DE757D24E4...
Title: President
Name: Siva K. Sivathasan
Address: 717 S Myrtle Ave, Monrovia, CA91016
Phone Number: 626 930 1275

DISTRICT:

Signature: DocuSigned by: Estuardo Santillan 4A7471AEFD8DD484...
Asst. Superintendent Business Services
Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000
Date Approved 06/13/2025

APPROVED BY
BOARD OF EDUCATION
06/23/2025

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Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

April 2, 2025
Revised May 29, 2025

Ms. Bomee Yoon
Facilities Coordinator
Facilities Planning & Construction
Norwalk-La Mirada Unified School District
15711 Pioneer Boulevard, Building G
Norwalk, California 90650

Subject: **PROPOSAL TO CONDUCT GEOTECHNICAL OBSERVATION AND TESTING**
Amendment No. 1 to the Geotechnical Services Agreement
13900 Estero Road
La Mirada, California 90638
Norwalk-La Mirada Unified School District
Converse Project No. 24-31-146-00 (30/40)

Dear Ms. Yoon:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to conduct geotechnical observation and testing for the subject project. This proposal is in response to your email on March 28, 2025, and based on the information provided to us via email.

BACKGROUND AND PROJECT DESCRIPTION

The project site is located in Hutchinson Middle School campus at 13900 Estero Road in La Mirada, California. Project involves construction of one (48x72) Modular Classroom Building and associated site improvements. The project is expected to commence in June of 2025.

SCOPE OF SERVICES

Based on review of the information provided to Converse, we have prepared the following scope of services:

Soils

- Review project plans, and specifications.
- Review submitted on-site and/or imported materials to determine their suitability as fill materials.
- Inspect bottom of excavations.
- Perform in-place density tests according to ASTM D1556 (sand cone method). Soil Density tests may also be performed by nuclear method according to ASTM D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.
- Provide fill placement inspection and testing during backfill of utility trenches and retaining walls, and construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g., field density tests) on-site soil for subgrades to receive fill, fill placement, roadways, parking areas, walkways and subgrade.
- Review and provide laboratory testing on soil, backfill materials, aggregate base, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling

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of suitable fill materials from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
- Geological mapping during excavation of bedrock material.
- Prepare reports summarizing all observations and test results.

Converse engineers and managers will supervise the Converse team and coordinate field and laboratory services to ensure maintaining a high level of quality assurance.

FEE ESTIMATE

Converse proposes completing the scope of work outlined above on a time-and-materials basis in accordance with our current Schedule of Fees and General Conditions, copies of which are attached and form a part of this proposal.

The estimated cost for Converse to perform the requested testing is **$35,660.00.** Below is a detailed breakdown of these services.

Field Services Costs

Task	Unit	Number of Units	Unit Rate ($)	Cost ($)
Special Inspector: Soils	hour	200	$150.00	$30,000.00
Sample Pick Up	hour	15	$60.00	$900.00
Field Services Cost Total				**$30,900.00**

Laboratory Testing Costs

Test	Unit	Number of Units	Unit Rate ($)	Cost ($)
Soils: Maximum Density	test	4	$200.00	$800.00
Expansion Index	test	2	$130.00	$260.00
Aggregate Base: Maximum Density	test	2	$200.00	$400.00
Laboratory Testing Cost Total				**$1,460.00**

Office Support Costs

Task	Unit	Number of Units	Unit Rate ($)	Cost ($)
Office Support: Clerical or Word Processing	hour	20	$90.00	$1,800.00
Project Manager	hour	6	$175.00	$1,050.00
Principal Professional	hour	2	$225.00	$450.00
Office Support Cost Total				**$3,300.00**

Cost Summary

Type of Service	Cost
Field Services Costs	$30,900.00
Laboratory Testing Costs	$1,460.00
Office Support Costs	$3,300.00
Total	**$35,660.00**

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Our fees are based on the following:

- For technicians, Converse will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, Converse will charge for eight hours.
- The Converse field representative will not direct, supervise or lay out the work of the contractor. Services provided by Converse will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in this proposal.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- Converse requires 24 hours of advance notice for scheduling services. We will, however, make every attempt to accommodate requests for services with less notice.
- Total construction budget is approximately $2,244,195.00.
- **This proposal is submitted with the understanding by both parties that this is a prevailing wage project for field services as determined by California Labor Code Sections 1770-1780.**

CLOSURE

Services provided by Converse will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

This proposal will expire 90 days from its issuance, if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

If the terms of this proposal are acceptable, please complete and sign the attached Acceptance of Agreement and Authorization to Proceed form and forward it to our office with one copy of this signed proposal to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization form. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with the appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. The opportunity to be of service is appreciated.

Sincerely,

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Senior Vice President / Principal Engineer

Encl: Schedule of Fees, General Conditions

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PROPOSAL TO CONDUCT GEOTECHNICAL OBSERVATION AND TESTING

Amendment No. 1 to the Geotechnical Services Agreement

13900 Estero Road La Mirada, California 90638
Norwalk-La Mirada Unified School District
Converse Project No. 24-31-146-00 (30/40)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED

Firm Name: (Client)[1]

By: (Print Name)

Signature:

Title: Date:

Telephone No. ( )

Email:

P.O. No./Billing Instructions[2,3]:

1 Invoices will be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

3 It is understood by both contracting parties that this is a prevailing wage project as determined by California Labor Code Sections 1770-1780.

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CONVERSE CONSULTANTS
Prevailing Wage Schedule of Fees
Geotechnical Personnel

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2025.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (hourly rate including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$150
DSA Masonry Inspector	150
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	155
Coating Inspector/Coring Technician	160
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	150
Sample Pick-Up	60

Professional Services (consultation for field and office, if requested)

Staff Professional	$150
Senior Staff Professional	155
Project Professional	165
Project Manager	175
Senior Professional	180
Principal Professional	225
Principal Consultant	235

Laboratory Testing

Laboratory Technician (see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$100

Office Support

Clerical/Word Processing	$90
Drafting	90
CAD Operator/Drafting Manager	100

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

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CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through December 31, 2025.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	15.00
Engineering Classification, ASTM D2487	20.00
Moisture Content and Dry (bulk) Density,	
ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test, ASTM D2419	110.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	200.00
Method C, 6" mold	200.00
California Impact Method, Caltrans 216	200.00
R-value, ASTM D2844 and CTM301	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	530.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	200.00
Consolidated, Drained, fine grained soil, ASTM D3080	250.00
Consolidated, Undrained, fine grained soil	200.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	220.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00
Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	90.00
Ring Sample, Air Dried	90.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	80.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

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CONVERSE CONSULTANTS
General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.

b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.

c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

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subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect of invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

Certificate Of Completion

Envelope Id: CF11EBD6-80EA-4EFB-AA6C-7CDAF97AE4DC
Status: Completed
Subject: Amendment No. 1 to Agreement with NLMUSD for Hutchinson MS Band Room Building Project
Source Envelope:
Document Pages: 9
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Stephanie Vasquez
stvasquez@nlmusd.org
IP Address: 209.147.23.244

Record Tracking

Status: Original
5/29/2025 4:37:17 PM

Holder: Stephanie Vasquez
stvasquez@nlmusd.org

Location: DocuSign

Signer Events	Signature	Timestamp
Stephanie A. Vasquez stvasquez@nlmusd.org Facilities Planning & Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.244	Sent: 5/29/2025 4:49:50 PM Viewed: 5/29/2025 4:50:11 PM Signed: 5/29/2025 4:50:14 PM
Jennifer Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 5/29/2025 4:50:16 PM Viewed: 5/30/2025 11:15:26 AM Signed: 5/30/2025 11:15:31 AM
Siva Sivathasan KSivathasan@ConverseConsultants.com President Converse Consultants Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/30/2025 1:40:19 PM ID: 6c445705-db89-4432-83da-3707e4a23e09	Signed by: Siva Sivathasan 0E75DE7577D24E4... Signature Adoption: Pre-selected Style Using IP Address: 67.52.178.181	Sent: 5/30/2025 11:15:33 AM Viewed: 5/30/2025 1:40:19 PM Signed: 5/30/2025 1:41:39 PM
Jennifer G Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 5/30/2025 1:41:41 PM Viewed: 6/13/2025 9:28:11 AM Signed: 6/13/2025 9:28:35 AM
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None)	DocuSigned by: Estuardo Santillan 4A74716ED8DD484... Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	Sent: 6/13/2025 9:28:37 AM Viewed: 6/16/2025 9:47:49 AM Signed: 6/16/2025 9:47:55 AM

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bomee Yoon byoon@nlmusd.k12.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/16/2025 9:47:56 AM
Alexander Gutierrez AlGutierrez@nlmusd.k12.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/16/2025 9:47:57 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2025 4:49:50 PM
Certified Delivered	Security Checked	6/16/2025 9:47:49 AM
Signing Complete	Security Checked	6/16/2025 9:47:55 AM
Completed	Security Checked	6/16/2025 9:47:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Norwalk-La Mirada Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Norwalk-La Mirada Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsun@nlmusd.org

To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Norwalk-La Mirada Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jsun@nlmusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Norwalk-La Mirada Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Norwalk-La Mirada Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Norwalk-La Mirada Unified School District during the course of your relationship with Norwalk-La Mirada Unified School District.

Agenda Item Details

Meeting	Jun 23, 2025 - Board of Education Meeting
Category	12. MEASURE G (FUND 21)
Subject	A. Amendment to Agreement with Converse Consultants for the Hutchinson Middle School Band Room Project
Access	Public
Type	Action
Dollar Amount	35,660.00
Budget Source	As per PO #25-1082
Recommended Action	Ratify Amendment

Public Content

Amendment No. 1 to Consultant Services Agreement with Converse Consultants to increase the total contract value by $35,660; from $20,773 to $56,433 for additional geotechnical services related to the Hutchinson Middle School Band Room Project because the Project extended beyond what was initially estimated. All other terms and conditions to remain as approved by the Board of Education on March 25, 2024.

Submitted by Edith C. Florence, Director, Facilities Planning & Construction
Referred to the Superintendent by Estuardo A. Santillan, Assistant Superintendent Business Services

cc.pdf (305 KB)

24-31-146_rpro(3040) NLMUSD - Amendment No. 1 to the Geotechnical Services Agreement.pdf (428 KB)

Administrative Content

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CONSULTANT SERVICES AGREEMENT
(GEOTECHNICAL SERVICES)

This AGREEMENT is made and entered into this **26th** day of **March** in the year **2024** ("EFFECTIVE DATE"), by and between the Norwalk- La Mirada Unified School District, hereinafter referred to as the "DISTRICT", and **Converse Consultants**, hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized services and/or advice in connection with certain engineering and/or surveying matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

WHEREAS, CONSULTANT is specially experienced and competent to provide to the DISTRICT, certain specialized services and/or advice in one or more of the foregoing areas;

WHEREAS, DISTRICT desires to obtain specialized services and/or advice for **Hutchinson Middle School Band Room Project**, hereinafter referred to as the "PROJECT"; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional (providing services like the CONSULTANT) practicing in California. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in this AGREEMENT and as set forth in the CONSULTANT's PROPOSAL which shall be attached hereto and incorporated herein as **EXHIBIT "A"** (the "PROPOSAL"). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT's PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity

of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. Scope of Services. The PARTIES shall check the box or boxes herein below that detail the basic services that must be provided by the CONSULTANT to complete the PROJECT. If no boxes are checked each and every section of this Article II shall be applicable to the PROJECT and shall be completed by the CONSULTANT. All other basic services that are required by the DISTRICT for the completion of PROJECT shall be set forth in the EXHIBIT "A". CONSULTANT shall perform the following services to complete the PROJECT:

☐ Soils Investigation and Report: All sections of this Article II are applicable to the PROJECT except Article II, Section 4 and Article II, Section 5.

☐ Soils Investigation and Report, and Construction Services: All sections of this Article II are applicable to the PROJECT except Article II, Section 4.

☐ Soils Investigation and Report, Foundation Engineering, and Construction Services: All sections of this Article II are applicable to the PROJECT.

2. DRILLING AND SAMPLING METHODS:

a. The location and depth of the borings proposed by the CONSULTANT shall be shown on a sketch accompanying the CONSULTANT's PROPOSAL. If the CONSULTANT finds it necessary to change the location or depth of any of

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these proposed borings, the DISTRICT shall be notified and a new location or depth shall be agreed upon between the DISTRICT and the CONSULTANT.

b. If unusual conditions are encountered including, but not limited to, unanticipated materials which cannot be penetrated by standard sampling equipment, the CONSULTANT shall immediately consult with the DISTRICT. The CONSULTANT shall take such measures as are required to obtain the necessary information, subject to the DISTRICT's approval.

c. The CONSULTANT shall advise the DISTRICT as to any further exploration and testing required to obtain information that the CONSULTANT requires for a professional interpretation of subsoil conditions at the PROJECT site and shall perform such additional work as authorized by the DISTRICT. The extent of exploration undertaken shall be consistent with that necessary to perform services consistent with the standards of CONSULTANT's profession and that which would be necessary given the size and scope of the PROJECT consistent with the terms of this AGREEMENT. Sampling operations for both disturbed and undisturbed samples shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other procedures, and as necessary to produce the information required for the Report(s).

d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM Standards and other standards including, but not limited to, ASTM Standards D1586, D1587 and D2113.

e. Samples of soil shall be taken at the ground surface, at two feet below existing grade and at each identifiable change in condition, but not further apart than five feet in each of the borings unless otherwise specified on the boring drawing(s). Where clayey cohesive soils are encountered, thin-walled tube samples shall be taken of representative strata. Split-spoon samples shall be placed in sealed jars labeled with the following information: (1) boring numbers, (2) sample number, (3) sample depth, (4) blows per increment required to drive sample as per applicable standards, (5) date, (6) PROJECT name, and (7) CONSULTANT's name.

f. Rock cores shall be not less than one and one eighth (1-1/8) inches in diameter, and shall be placed in core boxes properly labeled as indicated above.

g. The samples shall be preserved and field logs prepared by a California Registered Geotechnical Engineer.

h. The CONSULTANT shall notify the DISTRICT before drilling equipment is removed from the site and advise the DISTRICT as to the field description of soil conditions encountered. The CONSULTANT shall perform such additional borings or other exploration as may be authorized by the DISTRICT.

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3. FIELD AND LABORATORY REPORTS:

The CONSULTANT shall prepare field and laboratory reports as follows:

a. All segments of the reports covering the investigations and analyses shall be made on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. If larger drawings are necessary, they shall be folded and bound into the booklet. Written reports and analyses shall be on the CONSULTANT's letterhead. Each drawing shall carry a title block which contains the PROJECT name and location, the Registered Geotechnical Engineer's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the California Registered Professional Engineer who is the responsible checker.

b. All data required to be recorded according to the American Society for Testing Materials ("ASTM") Standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standard D2488, but the classification for final logs shall be based on the field information, plus results of tests plus further inspection of samples in the laboratory by CONSULTANT.

c. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.

d. Identify the ASTM Standards or other recognized standard sampling and test methods utilized.

e. Provide a plot plan giving dimensioned locations of test borings.

f. Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value) and, where applicable, depth to wet cave-in, depth to artisan head, groundwater elevation and time when water reading was made (repeat observation after 24 hours) and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect Engineering conclusions.

g. Describe the existing surface conditions and summarize the subsurface conditions.

h. Provide a profile and/or topographic map of rock or other bearing stratum.

i. Analyze the probable variations in elevation and movements of subsurface water due to seasonal influences.

j. Report all laboratory determinations of soil properties.

4. FOUNDATION ENGINEERING EVALUATION & RECOMMENDATIONS:

The CONSULTANT shall analyze the information developed by investigation or otherwise available to the CONSULTANT, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect on the design and engineering requirements of the PROJECT. Based on such analysis and consultation, the CONSULTANT shall submit a professional evaluation and recommendations for the necessary areas of consideration, including but not limited to the following:

a. Foundation support of the structure and slabs, including soil bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.

b. Pole type foundation design parameters, including but not limited to the passive and bearing of the pole type footing.

c. Type of cement to be used.

d. Anticipation of, and management of, groundwater for design of structures and pavements.

e. Lateral earth pressures for design of retaining walls and walls below grade, including backfill, compaction and subdrainage, and their requirements. (Active-free standing, top restrained, drained and undrained, drain requirement at the back of the retaining wall, passive, friction and seismic implication from the backfill)

d. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.

e. Pavement design.

f. Design criteria for temporary excavation and temporary protection such as excavation sheeting, underpinning and temporary dewatering systems.

g. Stability of slopes.

h. Seismic activity.

i. Frost penetration depth and effect.

j. Analysis of the effect of weather and/or construction equipment on soil during construction.

k. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.

l. Evaluation of depth of material requiring rock excavation methods for removal.

5. CONSTRUCTION SERVICES:

a. The CONSULTANT shall have access to the PROJECT site at all times.

b. The CONSULTANT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of the contractor(s) contracts.

c. The CONSULTANT, as part of its basic services, shall advise the DISTRICT of any observed deficiencies in construction of the PROJECT.

d. The CONSULTANT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses without first obtaining the written approval of the DISTRICT.

e. The CONSULTANT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents, if requested by the DISTRICT.

f The CONSULTANT shall be responsible for assisting the DISTRICT in gathering information and processing forms required by applicable governing authorities, such as building departments, and DSA, in a timely manner and assist with the proper PROJECT close-out, if necessary.

g. If work requested by the Architect pursuant to this Article involves additional charge, prior written approval of the DISTRICT shall be obtained before proceeding.

h. CONSULTANT shall file all Interim Verified Reports, a Verified Report and any other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the Division of the State Architect ("DSA"). The CONSULTANT shall observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure the CONSULTANT that the Contractor's Work is being

completed, in every material respect, in compliance with the DSA approved Construction Documents.

i. The CONSULTANT shall meet with the Architect, Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

j. The CONSULTANT shall prepare Interim Verified Reports (Form DSA 293) and submit such Interim Verified Reports to the DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the Project Inspection Cards issued by the DSA as applicable:

(1) Initial Site Work and Foundations Preparation;
(2) Vertical and Horizontal Framing;
(3) Appurtenances;
(4) Finish Site Work and Other Work;
(5) Final.

k. Upon the substantial completion of the PROJECT, the CONSULTANT shall prepare and submit to the DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 293, pursuant to Title 24 of the California Code of Regulations. The CONSULTANT shall also submit a signed Verified Report to the DSA, Project Inspector and the DISTRICT upon any of the following events:

(1) Work on the PROJECT is suspended for a period of more than one month;

(2) The services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; or

(3) The DSA requests a Verified Report.

6. GENERAL REQUIREMENTS:

a. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that the CONSULTANT will follow the standards of CONSULTANT's profession in performing all services under this AGREEMENT.

b. All work shall be performed by qualified personnel under the supervision of a Registered Professional Engineer. All reports shall bear the seal of a Registered Professional Engineer.

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c. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the CONSULTANT and any other party related to the PROJECT, including the DISTRICT, Architect or Contractor, during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a copy of such record to the DISTRICT.

d. PROTECTION OF PROPERTY: The CONSULTANT shall contact the DISTRICT and all utility companies in order to obtain information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property when CONSULTANT is performing its services under this AGREEMENT. The CONSULTANT shall reasonably restore the site to the condition existing prior to the CONSULTANT's entry, which restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be plugged temporarily, pending any additional groundwater readings. At the completion of any groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

e. REPORTS AND LOGS: Deliver five copies and electronic version of Geotechnical Report(s) and logs to the DISTRICT. It is understood that the DISTRICT, or the Architect on the DISTRICT's behalf, may make and distribute copies of the reports and boring logs as necessary in connection with the proposed PROJECT without incurring obligation for additional compensation.

f. DISPOSITION OF SAMPLES: After all laboratory tests have been completed, samples shall be retained at the CONSULTANT's office, and remain open to inspection (until the end of recording of a notice of completion at which time the DISTRICT shall be contacted as to disposition of samples).

g. During the term of this AGREEMENT, the CONSULTANT shall coordinate its services with the DISTRICT, Architect, Project Inspector, Contractor, and any other parties necessary to ensure that the requirements applicable to the CONSULTANT related to the DSA's Project Inspection Card (Form 152) procedure and any subsequent revisions or updates thereto issued or required by the DSA, or any other/alternate processes are being met in compliance with the DSA's requirements. The CONSULTANT shall take all action necessary as to not delay progress in meeting any of the DSA's requirements. The CONSULTANT shall meet any applicable requirements set forth in the DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by the DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

h. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III

TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement engineer costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would

have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

6. The PARTIES understand and agree that Article III of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE IV

PLANS, DRAWINGS, REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents (regardless of format or medium) that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT. CONSULTANT may retain a confidential file copy of the PROPERTY with all originals being returned to the DISTRICT. Failure to provide the PROPERTY to the DISTRICT within ten (10) calendar days after the CONSULTANT's receipt of the DISTRICT's written request shall be deemed a material breach of this AGREEMENT.

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those

services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI

COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the rate and price schedule information set forth in EXHIBIT "A" for performing the basic services set forth in Article I, Article II and EXHIBIT "A" of this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **TWENTY THOUSAND SEVEN HUNDRED SEVENTY-THREE** DOLLARS (**$20,773.00**) for performing the basic services set forth Article I, Article II and EXHIBIT "A" of this AGREEMENT. Payment under this section includes the cost of the geotechnical observation, engineering and testing services necessary for the PROJECT including the furnishing of all materials, apparatus, labor and any required insurance for exploration procedures, sampling, field and laboratory testing, preparing and submitting boring logs and reports and other geotechnical services as set forth in EXHIBIT "A".

b. The CONSULTANT shall invoice all fees and/or costs monthly for the basic services that are provided in accordance with this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress or services performed, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the CONSULTANT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

c. The DISTRICT shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon.

ARTICLE VII

ADDITIONAL CONSULTANT SERVICES

1. The CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional services shall include

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Articles I and II where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII

REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of plans, drawings, specifications, reports and/or other documents.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

2. Reimbursable expenses are estimated to be ZERO DOLLARS ($0.00), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IX

MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT; and

b. General Liability: To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and

c. Professional Liability: To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to

loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article IX, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that may be attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

E. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached exhibit shall be void and unenforceable between the DISTRICT and the CONSULTANT. In no event shall the CONSULTANT's liability be limited to the amount of the CONSULTANT's fees for the PROJECT or any other amount.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, authorized to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS ($2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;

2. Blanket contractual;

3. Broad form property damage;

4. Products/completed operations; and

5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of $1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings, specifications and reports as may be required to protect the DISTRICT in the amount of its full equity in those drawings, specifications and reports, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as a loss payee.

e. Each policy of insurance required in Article IX, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article IX, Sections 2(a), (b), (c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's 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 CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT

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shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as Exhibit "A" shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as Exhibit "A" but such incorporation shall be strictly limited to those parts describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. This AGREEMENT shall be construed as if all PARTIES hereto, and each of them, prepared it and any uncertainty or ambiguity shall not be interpreted to favor one PARTY over any other PARTY.

11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

12. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

Converse Consultants

DocuSigned by:
By: Siva Sivathasan
0E75DE7577D24E4...

Sr. VP

3/12/2024 | 6:31 AM PDT

DISTRICT:

Norwalk- La Mirada Unified School District

DocuSigned by:
By: Estuardo Santillan
4A74716ED0DD484...

Asst. Superintendent Business Services

03/25/2024

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Hugh W. Lee, Esq.
Attorneys for Norwalk- La Mirada Unified School District

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EXHIBIT "A"

(INSERT CONSULTANT PROPOSAL)

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Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

February 26, 2024

Mr. Lorenzo Kohn
Facilities Coordinator
Facilities Planning and Construction
Norwalk-La Mirada Unified School District
15711 Pioneer Boulevard, Building G
Norwalk, California 90650

Subject: **PROPOSAL TO PREPARE A GEOTECHNICAL STUDY REPORT**
Proposed Band Room Building Project
Arlie F. Hutchinson Middle School
13900 Estero Road
La Mirada, California 90638
Norwalk-La Mirada Unified School District
Converse Project No. 24-31-146-00 (01)

Dear Mr. Kohn:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal describing our recommended scope of services and fees to perform a geotechnical study for the above-referenced project.

The purpose of the study will be to generate a report for design purposes, consistent with the 2022 edition of California Building Code (CBC), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and CGS Note 48-Checklist for the review of Geologic/Seismic Reports for California Public Schools, Hospitals and Essential Services Buildings for new and existing (retrofit/modernization) buildings.

SITE/PROJECT DESCRIPTION

We understand that the proposed project entails the relocation of one Band Room Building with an occupant load factor of 20 in an area 48' x 72'. The total footprint of the building is 3,456 square feet. The structural load is not known at this time; however, we are anticipating low structural loads.

SCOPE OF SERVICES

Our proposed investigation will provide the necessary personnel, equipment, and materials to explore the site; perform geotechnical analyses, conduct laboratory testing, and prepare preliminary geological, geotechnical, and construction recommendations for the proposed fill placement sites. Our scope of work will include the following tasks:

Task I: Project Set-up
As part of project set-up, personnel from our office will conduct the following:

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- Coordinate site access with Norwalk-La Mirada Unified School District representative(s).
- Field reconnaissance to map the surface conditions, including drainage, flood hazard, etc.
- Stake/Mark the boring locations in the field so that drill rig access to all the locations is available.
- Notify Underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities.

Task II: Subsurface Exploration
The field investigation will consist of a subsurface exploration program consisting of drilling a total of five (5) exploratory borings. The borings will be standard hollow-stem drill rig to depths varying from 5 to 30 feet below the existing ground surface (bgs) or to refusal, whichever is shallower.

The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of various soils for laboratory testing.
- Determine the excavatability of the on-site materials.
- Determine infiltration velocities (percolation analysis).

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings during drilling, will be recorded.

After completion of the borings, boreholes will be backfilled with soil cuttings and nominally compacted. Boreholes will be patched with cold asphalt concrete where applicable.

Task III: Laboratory Testing
Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index or Atterberg Limit
- Sieve Analysis
- Modified Proctor
- Direct Shear

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- Consolidation/Collapse
- Corrosivity
- Soil Passing No. 200 Sieve

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical study report, which will include the following items:

Site Condition

- Description of on-site soils, boring locations, and test methodologies utilized
- Groundwater depth

Faulting and Seismicity

- Location relative to known earthquake faults
- Anticipated ground shaking from earthquakes
- Liquefaction characteristics
- Other secondary effects from earthquakes
- Site co-efficient for soil characteristics relative to CBC 2022 earthquake forces

Recommendations for Site Preparation

- Over excavation and compaction, if needed
- Subgrade preparation
- Structural backfill
- Suitability of on-site soils for regrading or for use as compacted fill
- Types of imported fill (if required) for use as compacted fill
- Special recommendations for expansive soils or for proposed site work where expansive soils are present
- Shrinkage and subsidence

Design Recommendations

- Foundation types and bearing pressures with practical and economic considerations, consistent with good engineering requirements
- Lateral earth pressures and resistance to lateral load
  - Active earth pressures
  - Passive earth pressures
  - Seismic lateral forces for above grade
- Settlement
- Modulus of subgrade reaction

Soil Corrosivity Evaluation

Construction Recommendations

- Temporary excavations
- Recommendations for deep excavation adjacent to existing structures
- Recommendations for shoring parameters

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PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below.

TASK		COST
Task I:	Project Set-Up	$1,245.00
Task II:	Subsurface Exploration	$1,650.00
Task III:	Laboratory Testing	$2,055.00
Task IV:	Engineering Analysis and Report	$5,100.00
Drill Rig Rental and Drilling Crew		$8,473.00
Analytical Testing		$850.00
Drum Disposal		$1,400.00
TOTAL		**$20,773.00**

Our cost is based on the following assumptions:

- Permits will not be required for our scope of work.
- All field work will be done in one mobilization.
- Access to the site is feasible from the existing street.
- Access to the site will be available during normal weekday working hours at no additional cost to Converse.
- Converse will minimize the impact and disturbance to the existing site conditions; however, some degree of disturbance or damage to the existing parking lot may occur by the field work.
- The site owner representative will assist Converse to clear existing underground utilities at no additional cost to Converse. Converse will not be responsible for any utility damage due to boring.
- The borings will be backfilled loose with soil. As a result, the surface may settle over time. If construction is delayed, it is recommended that the owner monitor the borings and, if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries in the area of potential settlement.
- Converse will not be responsible for any markings left by Converse and USA.
- Converse will contact Underground Service Alert (USA).
- No environmental assessment or testing will be performed.
- Utility plans, if available, will be provided by NLMUSD.
- **It is understood by both contracting parties that only the driller's work is subject to prevailing wage as defined by California Labor Code Sections 1700-1780.**

Converse will provide this scope of work pertaining to the geotechnical study for an estimated fee of **$20,773.00**. Invoices will be submitted on a monthly basis. If field exploration needs to be completed during weekends or after hours, an additional fee of $2,000.00 will be required. If the report needs to be completed within two weeks after completion of the field exploration, an additional fee of $2,000.00 will be required.

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The above cost estimate and scope of services does not include environmental study of soil and/or groundwater nor any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After the boring locations have been marked, USA requires 48 hours of advance notice for utility clearance. Converse can begin subsurface exploration in 4 to 5 working days after receipt of your written authorization to proceed with mobilization of equipment and permission to access the site, weather and site conditions permitting. It is estimated that the field work will require one (1) day. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration.

CLOSURE

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Norwalk-La Mirada Unified School District.

Sincerely,

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Senior Vice President/Principal Engineer

Encl: General Conditions (GC99-1)
Dist: 1/Addressee via email

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PROPOSAL TO PREPARE A GEOTECHNICAL STUDY REPORT
Proposed Band Room Building Relocation Project
Arlie F. Hutchinson Middle School
13900 Estero Road, La Mirada, California 90638
Norwalk-La Mirada Unified School District
Converse Project No. 24-31-146-00 (01)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED	
Firm Name:	(Client)[1]
By:	(Print Name)
Signature:	
Title:	Date:
Telephone No. ( )	
Email Address:	
P.O. No./Billing Instructions[2,3]:	

1 Invoices will be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

3 It is understood by both contracting parties that only the driller's work is subject to prevailing wage as defined by California Labor Code Sections 170-1780.

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CONVERSE CONSULTANTS
General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.

b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.

c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and

reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator.
In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect of invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

DocuSign Envelope ID: 8EF16166-12CF-4F19-AB6A-BF59F6857AE1

REQUEST FOR CONTRACT APPROVAL

This form is required as a cover sheet for ALL contracts and amendments being submitted for approval

Today's Date 3/11/2024

Vendor Name Converse Consultants

Requesting School Site/Department Hutchinson Middle School/Facilities

BRIEF SUMMARY OF CONTRACT OR AMENDMENT:
The following contract will provide geotechnical services for the Hutchinson Middle School Band Room project.

EFFECTIVE DATES OF CONTRACT

Start Date 3/26/2024

End Date Completion of the Project.

Total Contract Value $20,773.00

BILLING RATES

☐ **Per Hour** Hourly Rate $ _____

☐ **Per Day** Daily Rate $ _____

☐ **In Full Upon Completion of Services**

☒ **Other** Please Specify Monthly, per services rendered.

FUNDING SOURCES
Account String

21.0-9017.0-9510-8501-6185-35-00-00-0000 Amount $20773

_____ Amount $ _____

_____ Amount $ _____

SCHOOL PLAN
These services meet the specific needs of the _____ funded program, _____ component, activity _____, project page _____.

\\nlmusdfs1\Facilities & Planning\BOARD\Board Agenda Items\2024\3.25\Business Services\240307-RFCA-NLMUSD-CONCON-HMS Band Room.doc
Enforced by the Superintendent and Effective 10/25/10
Revised 07/31/13

DocuSign

Certificate Of Completion

Envelope Id: 8EF1616612CF4F19AB6ABF59F6857AE1
Status: Completed
Subject: Converse Consultants - Consultant Services Agreement (Geo) for Hutchinson MS Band Room
Source Envelope:
Document Pages: 27
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Stephanie Vasquez
stvasquez@nlmusd.org
IP Address: 209.147.23.243

Record Tracking

Status: Original
3/11/2024 4:58:02 PM

Holder: Stephanie Vasquez
stvasquez@nlmusd.org

Location: DocuSign

Signer Events	Signature	Timestamp
Stephanie Vasquez stvasquez@nlmusd.org Facilities Planning & Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 209.147.23.243	Sent: 3/11/2024 5:05:43 PM Viewed: 3/11/2024 5:06:03 PM Signed: 3/11/2024 5:06:06 PM
Siva Sivathasan KSivathasan@ConverseConsultants.com Sr. VP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/12/2024 6:30:38 AM ID: d0060f2b-8ef8-45b7-b097-e4c4763022ec	DocuSigned by: Siva Sivathasan 0E75DE7577D24E4... Signature Adoption: Pre-selected Style Using IP Address: 68.119.157.38	Sent: 3/11/2024 5:06:08 PM Viewed: 3/12/2024 6:30:38 AM Signed: 3/12/2024 6:31:45 AM
Jennifer G Sun jsun@nlmusd.org Asst. Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 209.147.23.14	Sent: 3/12/2024 6:31:47 AM Viewed: 3/26/2024 8:47:56 AM Signed: 3/26/2024 8:48:11 AM
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Estuardo Santillan 4A74716ED8DD484... Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	Sent: 3/26/2024 8:48:13 AM Viewed: 3/26/2024 1:18:43 PM Signed: 3/26/2024 1:18:49 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Lorenzo Kohn LKohn@nlmusd.k12.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/26/2024 1:18:50 PM
Alexander Gutierrez AlGutierrez@nlmusd.k12.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/26/2024 1:18:51 PM
Jennifer Loeppky jloeppky@ConverseConsultants.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/26/2024 1:18:52 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2024 5:05:43 PM
Certified Delivered	Security Checked	3/26/2024 1:18:43 PM
Signing Complete	Security Checked	3/26/2024 1:18:49 PM
Completed	Security Checked	3/26/2024 1:18:52 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Norwalk-La Mirada Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Norwalk-La Mirada Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsun@nlmusd.org

To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Norwalk-La Mirada Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jsun@nlmusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Norwalk-La Mirada Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Norwalk-La Mirada Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Norwalk-La Mirada Unified School District during the course of your relationship with Norwalk-La Mirada Unified School District.

#374243

Agenda Item Details

Meeting	Mar 25, 2024 - Board of Education Meeting
Category	20. CONTRACTS/AGREEMENTS $4,000.00 & OVER
Subject	L. Converse Consultants
Access	Public
Type	Action (Consent)
Dollar Amount	20,773.00
Budget Source	21.0-9017.0-9510-8501-6285-35-00-00-0000, Bond Proceeds
Recommended Action	Approve and authorize execution of Agreement.

Public Content

Consultant Services Agreement with Converse Consultants to provide geotechnical services for the Hutchinson Middle School Band Room project. This Agreement is effective March 26, 2024 through the completion of the Project as deemed appropriate by the Board of Education and/or its designee.

Submitted by Edith C. Florence, Director, Facilities Planning & Construction
Referred to the Board of Education by Estuardo Santillan, Assistant Superintendent Business Services

GD1-35-0623-240326-AGMT-GEO-CONCON.pdf (546 KB)

Administrative Content

PO/REQ Quick View

Year: 24 Requisition No: 374243 Purchase Order No: 000000 Stores:
Vendor No/Addr: 173900/00 CONVERSE CONSULTANTS
Site: 7740 FACLTIES Submitted by: J.SUN FOR FACILITIES
Desc:

Item	Split	Ordered/	Received	Unit	Unit Cost	Total Cost	Tax	Stock No	FA
1	P	1.00/	0.00	LOT	20,773.0000	20,773.00	N	000000	
	21.0-9017.0-9510-8501-6285-35-00-00-0000				100.0000%	20,773.00			

PER CONTRACT: TO PROVIDE
GEOTECHNICAL SERVICES FOR THE
HUTCHINSON MS BAND ROOM PROJECT.

EFFECTIVE 3/26/24 THROUGH THE
COMPLETION OF THE PROJECT

BOARD APPROVED ON 3/25/24

Account Summary:

Ln	FUND RESC.P GOAL FUNC OBJT SI LC MR CCTR	Amount
1	21.0-9017.0-9510-8501-6285-35-00-00-0000	20,773.00

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT
Every Student. Future Ready. Our Promise!

GIFTS, GRANTS AND BEQUESTS

Please place the following gift(s) on the agenda for Board approval:

Donation

TO: **Gardenhill Elementary**
(School/Department)

MANUFACTURER: _____

Model #: _____ Serial # _____

CONDITION OF ITEM: _____ ☐ NEW ☐ USED

MONETARY GIFT AMOUNT: **$350.00** ☑ CASH ☐ CHECK

ACCOUNT NUMBER TO APPLY FUNDS TO: Donations # 01.0-0137.0-0000-0000-8699-28-00

TO BE USED FOR: 5th Grade Science Camp 2025-2026

DONOR: GARDENHILL ELEMENTARY PARENTS

ADDRESS: 14607 GARDENHILL DR.
LA MIRADA, CA 90638-2099

APPROVED: Sarah Gilbert 3/4/26
(Principal/Department Head) Date

APPROVED: _____
(Director of M&O/Director of Integrated Technology Services) Date

APPROVED: _____
(Assistant Superintendent) Date

IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO THE PREVIOUS LEVEL.

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT
Every Student. Future Ready. Our Promise!

GIFTS, GRANTS AND BEQUESTS

Please place the following gift(s) on the agenda for Board approval:

Donation

TO: Gardenhill Elementary
(School/Department)

MANUFACTURER: _____

Model #: _____ Serial # _____

CONDITION OF ITEM: _____ ☐ NEW ☐ USED

MONETARY GIFT AMOUNT: $50.00 ☑ CASH ☐ CHECK

ACCOUNT NUMBER TO APPLY FUNDS TO: Donations # 01.0-0137.0-0000-0000-8699-28-00

TO BE USED FOR: 5th Grade Science Camp 2025-2026

DONOR: GARDENHILL ELEMENTARY PARENTS

ADDRESS: 14607 GARDENHILL DR.
LA MIRADA, CA 90638-2099

APPROVED: _____ 3/4/26
(Principal/Department Head) Date

APPROVED: _____
(Director of M&O/Director of Integrated Technology Services) Date

APPROVED: _____
(Assistant Superintendent) Date

IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO THE PREVIOUS LEVEL.

NORWALK- LA MIRADA UNIFIED SCHOOL DISTRICT
Every Student. Future Ready. Our Promise!

GIFTS, GRANTS AND BEQUESTS

Please place the following gift(s) on the agenda for Board approval:

Donation

TO: **Gardenhill Elementary**
(School/Department)

MANUFACTURER: _____

Model #: _____ Serial # _____

CONDITION OF ITEM: _____ ☐ NEW ☐ USED

MONETARY GIFT AMOUNT: **$350.00** ☑ CASH ☐ CHECK

ACCOUNT NUMBER TO APPLY FUNDS TO: Donations # 01.0-0137.0-0000-0000-8699-28-00

TO BE USED FOR: 5th Grade Science Camp 2025-2026

DONOR: GARDENHILL ELEMENTARY PARENTS

ADDRESS: 14607 GARDENHILL DR.
LA MIRADA, CA 90638-2099

APPROVED: Sarah Gelbert 3/4/26
(Principal/Department Head) Date

APPROVED: _____ _____
(Director of M&O/Director of Integrated Technology Services) Date

APPROVED: _____ _____
(Assistant Superintendent) Date

IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO THE PREVIOUS LEVEL.

3-18-26

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT
Every Student. Future Ready. Our Promise!

GIFTS, GRANTS AND BEQUESTS

Please place the following gift(s) on the agenda for Board approval:
Gardenhill Elementary PTA

TO: **Gardenhill Elementary**
(School/Department)

MANUFACTURER: _____

Model #: _____ Serial # _____

CONDITION OF ITEM: _____ ☐ NEW ☐ USED

MONETARY GIFT AMOUNT: **$4,489.24** ☐ CASH ☑ CHECK

ACCOUNT NUMBER TO APPLY FUNDS TO: Donations # 01.0-0137.0-0000-0000-8699-28-00

TO BE USED FOR: Any educational purposes for Gardenhill Elementary as Principal deems necessary.

DONOR: GARDENHILL ELEMENTARY PTA

ADDRESS: 14607 GARDENHILL DR.
LA MIRADA, CA 90638

APPROVED: _____ 3/10/2026
(Principal/Department Head) Date

APPROVED: _____
(Director of M&O/Director of Integrated Technology Services) Date

APPROVED: _____
(Assistant Superintendent) Date

IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO THE PREVIOUS LEVEL.

3/18/26

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

SCIENCE CAMP

TO: JOHNSTON ELEMENTARY
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 400.00 ☐ Cash ☒ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-01370.0-00000-00000-8699-1400000

TO BE USED FOR: SCIENCE CAMP

DONOR: ETEAMSPONSOR INC

ADDRESS: 1390 WILLOW PASS ROAD, SUITE 210
CONCORD, CA 94520

APPROVED: Krystle Jones DATE: 3/16/2026
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

AP 3/12/24

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

La Pluma Parent Donations

TO: La Pluma Elementary
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 1350.00 ☒ Cash ☐ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-0137.0-0000-0000-8699-16-00-00-0000

TO BE USED FOR: 5th Grade Science Camp

DONOR: La Pluma Parents

ADDRESS: 14420 La Pluma Drive
LA MIRADA, CA 90638

APPROVED: _____ DATE: 3/5/24
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

TR 3/18/24

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

La Pluma Parent Donations

TO: La Pluma Elementary
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 500.00 ☒ Cash ☐ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-0137.0-0000-0000-8699-16-00-00-0000

TO BE USED FOR: 5th Grade Science Camp

DONOR: La Pluma Parents

ADDRESS: 14420 La Pluma Drive
LA MIRADA, CA 90638

APPROVED: _____ DATE: 3/11/24
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

3.18.26

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

La Pluma Parent Donations

TO: La Pluma Elementary
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 1,075.00 ☐ Cash ☒ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-0137.0-0000-0000-8699-16-00-00-0000

TO BE USED FOR: 5th Grade Science Camp Scholarship

DONOR: La Pluma Elementary PTA

ADDRESS: 14420 La Pluma Drive
LA MIRADA, CA 90638

APPROVED: _____ DATE: 3/11/26
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

3.12.26

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

TO: New River Elementary School
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 20.00 ☐ Cash ☒ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-0137.0-0000-0000-8699-20-00-00-0000

TO BE USED FOR: Purchase incentives for PBIS

DONOR: Dulce Canella Inc

ADDRESS: 15012 Pioneer Blvd
Norwalk, CA 90650

APPROVED: _____ DATE: 02/24/2026
(Principal/Department Head)

APPROVED: _____ DATE: 3/5/26
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

FC
3.18.26

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

A DONATION OF $12,420.00 FROM PARENTS FOR OUR 8TH GRADE STUDENTS TO ATTEND DISNEYLAND TRIP

TO: CORVALLIS MIDDLE SCHOOL
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 12,420.00 ☒ Cash ☐ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-0137.0-0000-0000-8699-33

TO BE USED FOR: 8TH GRADE PROMOTION DISNEYLAND TRIP

DONOR: CORVALLIS PARENTS

ADDRESS: 11032 E. LEFFINGWELL ROAD
NORWALK, CA. 90650

APPROVED: _____ DATE: 3/12/2026
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

3B-20

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

DONATION

TO: JOHN GLENN HIGH SCHOOL - ASB
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 3,300.00 ☐ Cash ☒ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: ASB (201) AP CLUB

TO BE USED FOR: SUPPLIES AND EQUIPMENT

DONOR: PAM TRIMBLE

ADDRESS: 17721 SYBRANDY AVE
CERRITOS, CA 90703

APPROVED: Jennifer Padilla DATE: 3-16-26
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant Superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT
Every Student. Future Ready. Our Promise!

GIFTS, GRANTS AND BEQUESTS

Please place the following gift(s) on the agenda for Board approval:
Donation

TO: **LMHS - ASB**
(School/Department)

MANUFACTURER: _____

Model #: _____ Serial # _____

CONDITION OF ITEM: _____ ☐ NEW ☐ USED

MONETARY GIFT AMOUNT: **$ 3,000.00** ☐ CASH ☑ CHECK

ACCOUNT NUMBER TO APPLY FUNDS TO: **503- ASB**

TO BE USED FOR: Student activities/recognition throughout the year.

DONOR: Northgate Gonzalez LLC

ADDRESS: 1201 N Magnolia Ave
Anaheim, CA 92801

APPROVED: _____ 3-13-26
(Principal/Department Head) Date

APPROVED: _____
(Director of M&O/Director of Integrated Technology Services) Date

APPROVED: _____
(Assistant Superintendent) Date

IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO THE PREVIOUS LEVEL.

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT
Every Student. Future Ready. Our Promise!

GIFTS, GRANTS AND BEQUESTS

Please place the following gift(s) on the agenda for Board approval:

Donation

TO: **LMHS - Donations**
(School/Department)

MANUFACTURER: _____

Model #: _____ Serial # _____

CONDITION OF ITEM: _____ ☐ NEW ☐ USED

MONETARY GIFT AMOUNT: **$ 150.00** ☐ CASH ☑ CHECK

ACCOUNT NUMBER TO APPLY FUNDS TO: **031 - Donations**

TO BE USED FOR: Supplies for school presentations/assemblies

DONOR: Senior Specialties

ADDRESS: PO Box 3418
Mission Viejo, CA 92690

APPROVED: _____ 3.13.20
(Principal/Department Head) Date

APPROVED: _____
(Director of M&O/Director of Integrated Technology Services) Date

APPROVED: _____
(Assistant Superintendent) Date

IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO THE PREVIOUS LEVEL.

3.12.26

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

Donation check number 31103 in the amount of $250.00.

TO: Risk Managment
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ 250.00 ☐ Cash ☑ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-02000.0-00000-00000-8699-0000000

TO BE USED FOR: District Wellness Program-5K Event

DONOR: SJM Industrial Radio

ADDRESS: 1212 E. Imperial Ave., El Segundo, CA 90245

APPROVED: _____ DATE: 3/2/26
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

318.20

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NORWALK, CALIFORNIA

GIFT, GRANT AND BEQUESTS

Please place on the agenda for Board approval the following gift(s):

Donation check number 9886 in the cmount of $500.00

TO: Risk Management
(School/Department)

MANUFACTURER: _____
Model # _____ Serial # _____

CONDITION OF ITEM _____ ☐ New ☐ Used

MONETARY GIFT – AMOUNT $ $500.00 ☐ Cash ☒ Check

ACCOUNT NUMBER TO APPLY FUNDS TO: 01.0-02000.0-00000-00000-8699-0000000

TO BE USED FOR: District Wellness Program - 5K Event

DONOR: Gallagher

ADDRESS: 3655 Nobel Drive, Suite 450
San Diego, CA 92122

APPROVED: Lawrence Lunas Jr DATE: 03/18/26
(Principal/Department Head)

APPROVED: _____ DATE: _____
(Director of M & O/Director of Integrated Technology Services)

APPROVED: _____ DATE: _____
(Assistant superintendent)

*IF GIFT IS NOT APPROVED, STATEMENT OF DISAPPROVAL IS TO BE SENT TO PREVIOUS LEVEL.

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES
PUCHASE ORDER REPORT

Cut off Dates: 02/23/2026 - 03/08/2026

FUND	PO #	VENDOR	WORK LOCATION	TOTAL
01	PO1-25-1418.4	CIVICPLUS LLC	BUSINESS SERVICES	$21,923.40
01	PO1-26-0041.2	BEST BUY TIRE CENTERS	TRANSPORTATION	$20,000.00
01	PO1-26-0082.2	ATLAS BACKFLOW	MAINTENANCE & OPERATIONS	$30,000.00
01	PO1-26-0083.2	B & K ELECTRIC WHOLESALE	MAINTENANCE & OPERATIONS	$50,000.00
01	PO1-26-0090.3	FACILITY SOLUTIONS GROUP	MAINTENANCE & OPERATIONS	$80,000.00
01	PO1-26-0098.2	GRAINGER	MAINTENANCE & OPERATIONS	$75,000.00
01	PO1-26-0130.3	FACILITY SOLUTIONS GROUP	MAINTENANCE & OPERATIONS	$50,000.00
01	PO1-26-0178.3	AMAZON CAPITAL SERVICES INC.	BENTON	$15,000.00
01	PO1-26-0193.3	SOUTHWEST SCHOOL SUPPLY	DOLLAND	$21,000.00
01	PO1-26-0306.3	AMAZON CAPITAL SERVICES INC.	LOS ALISOS MIDDLE	$4,500.00
01	PO1-26-0393.2	ORANGE COUNTY TANK TESTING INC	BUSINESS SERVICES	$8,779.74
01	PO1-26-0418.3	AFFORDABLE PRINTER SERVICES	TRANSPORTATION	$7,900.00
01	PO1-26-0468.2	AMAZON CAPITAL SERVICES INC.	DOLLAND	$9,000.00
01	PO1-26-0571.3	INCLUSIVE LEARNING PARTNERS LLC	BUSINESS SERVICES	$200,000.00
01	PO1-26-0591.3	PRO IMAGE SIGNS. LLC	TRANSPORTATION	$4,109.91
01	PO1-26-0597.5	BEST BUY TIRE CENTERS	TRANSPORTATION	$49,850.18
01	PO1-26-0668.2	HUSTON PERFORMING ARTS LLC	BUSINESS SERVICES	$6,755.12
01	PO1-26-0729.2	AMAZON CAPITAL SERVICES INC.	CORVALLIS	$15,000.00
01	PO1-26-0768.2	SOUTHWEST SCHOOL SUPPLY	FOSTER RD	$12,000.00
01	PO1-26-0900.2	AMAZON CAPITAL SERVICES INC.	BENTON	$8,300.00
01	PO1-26-0950.2	PANERA LLC	WAITE	$1,400.00
01	PO1-26-0951.2	EL TACO RICO	WAITE	$1,400.00
01	PO1-26-1116.2	TYR INC	FACILITIES PLANNING & CONSTRUCTION	$19,551.00
01	PO1-26-1121.2	AMAZON CAPITAL SERVICES INC.	LOS ALISOS MIDDLE	$8,500.00
01	PO1-26-1167.2	SOUTHWEST SCHOOL SUPPLY	LA MIRADA	$8,500.00
01	PO1-26-1208.2	OLIVER DAMON	BUSINESS SERVICES	$23,400.00
01	PO1-26-1289.6	SOUTHWEST TOYOTA LIFT	LA MIRADA	$6,925.63
01	PO1-26-1318.2	AMERICAN OUTDOOR EDUCATION	BUSINESS SERVICES	$45,987.75
01	PO1-26-1473.2	AMAZON CAPITAL SERVICES INC.	LOS ALISOS MIDDLE	$10,000.00
01	PO1-26-1549.3	SMART AND FINAL CO.	LOS ALISOS MIDDLE	$4,000.00
01	PO1-26-1747.2	SANZ CONSTRUCTION INC.	PURCHASING	$106,811.00
01	PO1-26-1778.2	MIRACLE RECREATION EQUIPMENT	FACILITIES PLANNING & CONSTRUCTION	$6,837.90
01	PO1-26-1792.2	GMC MACHINE TOOLS	LA MIRADA	$900.00
01	PO1-26-1892.2	AMS.NET	FACILITIES PLANNING & CONSTRUCTION	$9,368.12
01	PO1-26-1900.2	LAKELAND TOURS LLC	BUSINESS SERVICES	$29,636.00
01	PO1-26-1941.1	NAPA COUNTY SUPERINTENDENT OF SCHOOLS	GLENN	$600.00
01	PO1-26-1942.1	BERYL TECHNOLOGIES LLC	TRANSPORTATION	$7,570.36
01	PO1-26-1944.1	BEST BUY TIRE CENTERS	TRANSPORTATION	$388.78
01	PO1-26-1945.1	AMAZON CAPITAL SERVICES INC.	NUFFER	$3,000.00
01	PO1-26-1946.1	T R L SYSTEMS INC	MAINTENANCE & OPERATIONS	$7,760.00
01	PO1-26-1947.1	LUMINACE AGGREGATOR LLC	FISCAL SERVICES	$98,000.00
01	PO1-26-1949.1	AMAZON CAPITAL SERVICES INC.	NUFFER	$3,000.00
01	PO1-26-1950.1	NAPA COUNTY SUPERINTENDENT OF SCHOOLS	GLENN	$1,200.00
01	PO1-26-1951.1	ASBURY ENVIRONMENTAL SERVICES	MAINTENANCE & OPERATIONS	$44,936.61
01	PO1-26-1952.1	T R L SYSTEMS INC	MAINTENANCE & OPERATIONS	$6,320.00
01	PO1-26-1953.1	T R L SYSTEMS INC	MAINTENANCE & OPERATIONS	$6,320.00
01	PO1-26-1954.1	BEST BUY TIRE CENTERS	TRANSPORTATION	$5,098.55
01	PO1-26-1955.1	KNOTT'S BERRY FARM	LOS ALISOS MIDDLE	$5,148.00
01	PO1-26-1956.1	AMAZON CAPITAL SERVICES INC.	JOHNSTON	$9,100.00
01	PO1-26-1957.1	AMAZON CAPITAL SERVICES INC.	NUFFER	$500.00
01	PO1-26-1958.1	PROJECT LEAD THE WAY INC.	COLLEGE & CAREER PATHWAYS	$1,200.00
01	PO1-26-1959.2	TSUNAMI EXPRESS CAR WASH	SCHOOL SAFETY	$1,000.00
01	PO1-26-1960.1	LABELED CLOTHING CO.	HUTCHINSON	$109.75
01	PO1-26-1961.2	AMAZON CAPITAL SERVICES INC.	SCHOOL SAFETY	$2,500.00
01	PO1-26-1962.1	MODULAR TECH AND SITE SERVICES	MAINTENANCE & OPERATIONS	$6,197.00
01	PO1-26-1963.1	MODULAR TECH AND SITE SERVICES	MAINTENANCE & OPERATIONS	$7,193.00
01	PO1-26-1964.1	MODULAR TECH AND SITE SERVICES	MAINTENANCE & OPERATIONS	$11,357.00
01	PO1-26-1965.1	AMAZON CAPITAL SERVICES INC.	FACILITIES PLANNING & CONSTRUCTION	$250.00
01	PO1-26-1966.1	TEACH DEMOCRACY	BENTON	$95.00
01	PO1-26-1967.1	PRYOR LEARNING, LLC	MAINTENANCE & OPERATIONS	$348.00
01	PO1-26-1969.1	LACOE	LA MIRADA	$400.00
01	PO1-26-1971.1	MICHAEL'S UNIFORMS	CORVALLIS	$3,000.00

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES
PUCHASE ORDER REPORT

FUND	PO #	VENDOR	WORK LOCATION	TOTAL
01	PO1-26-1973.1	MERIT CALIBRATION	STUDENT & FAMILY SERVICES	$255.00
01	PO1-26-1976.1	FAUSTO GARCIA	MAINTENANCE & OPERATIONS	$10,000.00
01	PO1-26-1977.1	THOMASKELLY SOFTWARE ASSOCIATE	SUPPLEMENTAL PROGRAMS	$18,700.00
01	PO1-26-1978.1	ALL AMERICAN TROPHY & ENGRAV.	GLENN	$2,080.46
01	PO1-26-1979.1	ALL AMERICAN TROPHY & ENGRAV.	GLENN	$1,196.73
01	PO1-26-1980.1	NATIONAL DATE STAMP	RISK MANAGEMENT	$217.25
01	PO1-26-1981.1	SCHOLASTIC MAGAZINES	DOLLAND	$1,914.04
01	PO1-26-1982.1	LUNCH BUNCH CO	BUSINESS SERVICES	$3,200.00
01	PO1-26-1983.1	LUNCH BUNCH CO	BUSINESS SERVICES	$2,800.00
01	PO1-26-1984.1	DR. PEDRO OLVERA	BUSINESS SERVICES	$5,500.00
01	PO1-26-1985.1	AMAZON CAPITAL SERVICES INC.	LAMPTON	$275.00
01	PO1-26-1987.1	HALL E PIERRE	BUSINESS SERVICES	$500.00
01	PO1-26-1988.1	TOTALLYPROMOTIONAL.COM	BENTON	$221.82
01	PO1-26-1989.1	ASSOCIATED TIME INSTRUMENTS CO	TRANSPORTATION	$350.00
01	PO1-26-1990.1	WORLDS FINEST CHOCOLATE	LOS ALISOS MIDDLE	$10,200.00
01	PO1-26-1992.1	CSM CONSULTING INC.	BUSINESS SERVICES	$28,560.00
01	PO1-26-1993.1	PD SPECIAL EVENTS INC	BUSINESS SERVICES	$24,450.00
01	PO1-26-1994.1	LEADERSHIP ASSOCIATES LLC	BUSINESS SERVICES	$10,000.00
01	PO1-26-1995.1	BEST BUY TIRE CENTERS	TRANSPORTATION	$861.96
01	PO1-26-1996.1	PIERRE LANDSCAPE INC	FACILITIES PLANNING & CONSTRUCTION	$21,749.00
01	PO1-26-1997.1	ALLEY CAT DEVELOPMENT INC.	FACILITIES PLANNING & CONSTRUCTION	$8,706.25
01	PO1-26-1998.1	BUENA PARK PLAQUE & TROPHY	HUMAN RESOURCES	$2,926.05
01	PO1-26-1999.1	ANDREA GALLEGOS	BUSINESS SERVICES	$5,000.00
01	PO1-26-2001.1	SCHOOL DATEBOOKS	BENTON	$2,746.48
01	PO1-26-2002.1	COLLEGE BOARD	LA MIRADA	$84,451.00
01	PO1-26-2003.1	BEST BUY TIRE CENTERS	TRANSPORTATION	$450.84
01	PO1-26-2004.1	EDUCATION PRODUCTS & SERVICES	MAINTENANCE & OPERATIONS	$5,215.00
01	PO1-26-2005.1	LEARNING A-Z	DOLLAND	$1,150.00
01	PO1-26-2006.1	THOMAS M MEZA COMPANY	MAINTENANCE & OPERATIONS	$3,456.00
01	PO1-26-2007.1	THOMAS M MEZA COMPANY	MAINTENANCE & OPERATIONS	$2,133.00
01	PO1-26-2010.1	HCI SYSTEMS INC	MAINTENANCE & OPERATIONS	$4,150.00
01	PO1-26-2011.1	ROAD AMERICA INC	TRANSPORTATION	$1,000.00
01	PO1-26-2012.1	LUNCH BUNCH CO	BUSINESS SERVICES	$3,200.00
01	PO1-26-2013.1	LUNCH BUNCH CO	BUSINESS SERVICES	$2,800.00
01	PO1-26-2014.2	PALI INSTITUTE	BUSINESS SERVICES	$22,575.00
01	PO1-26-2015.1	GENESIS FLOOR COVERING INC.	MAINTENANCE & OPERATIONS	$7,435.00
01	PO1-26-2016.1	IMAGINE LEARNING LLC	BUSINESS SERVICES	$434,773.70
01	PO1-26-2017.1	SCHOLASTIC	LAMPTON	$6,500.00
01	PO1-26-2019.1	SOCAL XCLUSIVE WRAPS INC	SCHOOL SAFETY	$7,293.00
01	PO1-26-2020.1	PROTECT CONNECT EDUCATE SOLUTIONS	SPECIAL EDUCATION	$20,774.00
01	PO1-26-2021.1	U.S. BANK	TRANSPORTATION	$250.00
01	PO1-26-2022.1	U.S. BANK	LAMPTON	$995.49
01	PO2-26-0523.2	PROJECT LEAD THE WAY INC.	COLLEGE & CAREER PATHWAYS	$14,849.32
01	PO2-26-0813.2	DELL COMPUTER CORP.	ITS	$31,844.56
01	PO2-26-1075.2	GRAINGER	MAINTENANCE & OPERATIONS	$1,405.51
01	PO2-26-1086.1	LAKESHORE LEARNING MATERIALS	JOHNSTON	$504.99
01	PO2-26-1087.1	NUMOTION MOBILITY STARTS HERE	SPECIAL EDUCATION	$7,280.63
01	PO2-26-1088.1	THE MASTER TEACHER	HUMAN RESOURCES	$3,250.08
01	PO2-26-1089.1	SOUTHWEST SCHOOL SUPPLY	HUMAN RESOURCES	$2,566.56
01	PO2-26-1090.1	ANY PROMO INC.	HUMAN RESOURCES	$1,063.95
01	PO2-26-1091.1	IN THE MIX APPAREL	JOHNSTON	$3,947.25
01	PO2-26-1092.1	DUGMORE & DUNCAN OF CALIF. INC	MAINTENANCE & OPERATIONS	$3,006.35
01	PO2-26-1093.1	MFVS INC.	MAINTENANCE & OPERATIONS	$12,637.23
01	PO2-26-1094.1	MIRACLE RECREATION EQUIPMENT	FACILITIES PLANNING & CONSTRUCTION	$366.12
01	PO2-26-1095.1	ABSOLUTE EDI SOLUTIONS LLC	BENTON	$79.56
01	PO2-26-1096.2	SOUTHWEST SCHOOL SUPPLY	SPECIAL EDUCATION	$408.84
01	PO2-26-1097.1	HARBOR FREIGHT STORE	COLLEGE & CAREER PATHWAYS	$721.62
01	PO2-26-1100.1	FOLD-A-GOAL	WAITE	$11,917.17
01	PO2-26-1101.1	AMAZON CAPITAL SERVICES INC.	ITS	$77.24
01	PO2-26-1103.1	SCHOOL DATEBOOKS	SANCHEZ	$870.47
01	PO2-26-1105.1	CRYSTAL PORTILLO	HUTCHINSON	$596.70
01	PO2-26-1106.1	CULVER-NEWLIN	BENTON	$3,910.41

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES
PUCHASE ORDER REPORT

FUND	PO #	VENDOR	WORK LOCATION	TOTAL
01	PO2-26-1109.1	ULINE	SPECIAL EDUCATION	$1,414.23
01	PO2-26-1113.1	DELL COMPUTER CORP.	SPECIAL EDUCATION	$1,209.98
01	PO2-26-1118.2	BEST BUY GOV.-LLC	BUSINESS SERVICES	$1,292.08
01	PO2-26-1119.1	HEAR & C	STUDENT & FAMILY SERVICES	$217.60
01	PO2-26-1120.1	MCKESSON MEDICAL-SURGICAL MMSG	STUDENT & FAMILY SERVICES	$1,752.17
01	PO2-26-1123.1	IMPERIAL BAND INSTRUMENT INC	WAITE	$655.38
01	PO2-26-1124.1	SO CAL GRAD	GLENN	$2,817.75
01	PO2-26-1125.1	SO CAL GRAD	GLENN	$187.85
01	PO2-26-1126.1	MAJESTIC TROPHY & AWARDS	GLENN	$79.01
01	PO2-26-1128.1	SOUTHWEST SCHOOL SUPPLY	BUSINESS SERVICES	$211.33
01	PO2-26-1129.1	LAKESHORE LEARNING MATERIALS	JOHNSTON	$772.40
01	PO2-26-1130.1	LEARNING PLUS ASSOCIATES	WAITE	$8,395.59
01	PO2-26-1131.1	HMS PRODUCTS	SPECIAL EDUCATION	$2,481.84
01	PO2-26-1132.1	APPLE COMPUTER INC.	SPECIAL EDUCATION	$446.55
01	PO2-26-1133.2	MAXI AIDS	SPECIAL EDUCATION	$174.29
01	PO2-26-1134.1	SOUTHWEST SCHOOL SUPPLY	LOS ALISOS MIDDLE	$2,113.31
01	PO2-26-1135.1	HEINEMANN PROFESSINAL DEVEL.	DOLLAND	$1,513.61
01	PO2-26-1136.1	BDJ TECH	LOS ALISOS MIDDLE	$11,972.69
01	PO2-26-1137.1	HOME DEPOT	GLAZIER	$826.85
01	PO2-26-1138.1	BUENA PARK PLAQUE & TROPHY	TRANSPORTATION	$85.09
01	PO2-26-1139.1	ERGODIRECT INC	TRANSPORTATION	$107.34
01	PO2-26-1140.1	IN THE MIX APPAREL	MOFFITT	$4,293.75
01	PO2-26-1142.1	DIDAX EDUCATIONAL RESOURCES	JOHNSTON	$78.19
01	PO2-26-1143.1	LAKESHORE LEARNING MATERIALS	JOHNSTON	$394.39
01	PO2-26-1144.1	SOUTHWEST SCHOOL SUPPLY	BUSINESS SERVICES	$839.59
01	PO2-26-1145.1	DIGITAL DOLPHIN	SANCHEZ	$843.13
01	PO2-26-1146.1	AMAZON CAPITAL SERVICES INC.	LA MIRADA	$155.14
01	PO2-26-1147.1	ULINE	LA MIRADA	$236.39
01	PO2-26-1148.1	CDW-GOVERNMENT INC	TRANSPORTATION	$679.61
01	PO2-26-1150.1	ABSOLUTE EDI SOLUTIONS LLC	BENTON	$712.77
01	PO2-26-1152.1	GOPHER SPORT	WAITE	$445.66
01	PO2-26-1153.1	DEMCO INC.	EASTWOOD	$170.03
01	PO2-26-1154.1	GOPHER SPORT	EASTWOOD	$5,535.17
01	PO2-26-1155.1	FLAGS.COM	BUSINESS SERVICES	$762.89
01 GENERAL FUND TOTAL:				$2,131,118.08
11	PO1-25-2113.3	CSDA DESIGN GROUP	FACILITIES PLANNING & CONSTRUCTION	$262,800.00
11	PO1-26-0453.2	MCKESSON MEDICAL-SURGICAL MMSG	ADULT SCH	$14,000.00
11	PO1-26-1172.2	ELEMENT GAS INC	ADULT SCH	$15,000.00
11	PO1-26-1948.1	ENCORP-ENVIRONMENTAL	FACILITIES PLANNING & CONSTRUCTION	$3,349.00
11	PO1-26-1991.1	ESSENTIAL EDUCATION	ADULT SCH	$1,000.00
11	PO1-26-2016.1	IMAGINE LEARNING LLC	BUSINESS SERVICES	$20,000.00
11	PO2-26-1104.1	CDW-GOVERNMENT INC	ADULT SCH	$520.08
11	PO2-26-1127.2	APPLE COMPUTER INC.	ADULT SCH	$2,955.89
11	PO2-26-1141.1	VARITRONICS, LLC	ADULT SCH	$751.39
11 ADULT EDUCATION FUND TOTAL:				$320,376.36
12	PO1-26-0597.5	BEST BUY TIRE CENTERS	TRANSPORTATION	$550.00
12	PO1-26-0641.2	LAKESHORE LEARNING MATERIALS	RAMONA	$24,366.47
12	PO1-26-0643.2	LAKESHORE LEARNING MATERIALS	RAMONA	$6,319.62
12	PO1-26-0751.2	CHILDPLUS	RAMONA	$8,724.20
12	PO1-26-0788.2	SOUTHWEST SCHOOL SUPPLY	RAMONA	$14,003.58
12	PO1-26-0789.2	SOUTHWEST SCHOOL SUPPLY	RAMONA	$500.92
12	PO1-26-0790.2	SOUTHWEST SCHOOL SUPPLY	RAMONA	$344.73
12	PO1-26-0813.2	AMAZON CAPITAL SERVICES INC.	RAMONA	$2,650.52
12	PO1-26-0814.2	AMAZON CAPITAL SERVICES INC.	RAMONA	$1,987.45
12	PO1-26-0815.2	AMAZON CAPITAL SERVICES INC.	RAMONA	$8,191.31
12	PO1-26-0982.3	LAKESHORE LEARNING MATERIALS	RAMONA	$1,000.00
12	PO1-26-0985.2	LAKESHORE LEARNING MATERIALS	RAMONA	$183.40
12	PO1-26-0986.2	LAKESHORE LEARNING MATERIALS	RAMONA	$4,359.88
12	PO1-26-1032.2	AFFORDABLE PRINTER SERVICES	RAMONA	$9,995.28
12	PO1-26-1196.2	SOUTHWEST SCHOOL SUPPLY	RAMONA	$1,038.10
12	PO1-26-1968.1	HEAD START CALIFORNIA	RAMONA	$2,337.00
12	PO1-26-1972.1	HEAD START CALIFORNIA	RAMONA	$2,097.00

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES
PUCHASE ORDER REPORT

FUND	PO #	VENDOR	WORK LOCATION	TOTAL
12	PO1-26-1974.1	Q PRESS	RAMONA	$3,786.76
12	PO1-26-1975.2	WHITTIER POST OFFICE	RAMONA	$3,100.00
12	PO2-26-1110.1	ANIXTER	RAMONA	$1,300.05
12	PO2-26-1111.1	BARNES & NOBLE (STORE #2095)	RAMONA	$2,365.60
12	PO2-26-1112.1	SCHOLASTIC	RAMONA	$3,501.09
12	PO2-26-1114.1	LAKESHORE LEARNING MATERIALS	RAMONA	$6,266.47
12	PO2-26-1115.1	LAKESHORE LEARNING MATERIALS	RAMONA	$1,103.90
12	PO2-26-1117.1	ULINE	RAMONA	$1,023.73
12 CHILD DEVELOPMENT FUND TOTAL:				$111,097.06
13	PO1-26-0597.5	BEST BUY TIRE CENTERS	TRANSPORTATION	$2,850.00
13	PO2-26-1099.1	SMART SOURCE OF CALIFORNIA LLC	NUTRITION SERVICES	$3,025.78
13	PO2-26-1121.1	EMBROIDERY GOODS INC.	NUTRITION SERVICES	$17,070.04
13 CAFETERIA FUND TOTAL:				$22,945.82
14	PO1-26-1740.2	FLOOR TECH AMERICA	MAINTENANCE & OPERATIONS	$19,425.00
14 DEFERRED MAINTENANCE FUND TOTAL:				$19,425.00
21	PO1-26-1116.2	TYR INC	FACILITIES PLANNING & CONSTRUCTION	$36,309.00
21	PO1-26-1778.2	MIRACLE RECREATION EQUIPMENT	FACILITIES PLANNING & CONSTRUCTION	$12,698.95
21	PO1-26-1830.2	AVIDEX INDUSTRIES LLC	FACILITIES PLANNING & CONSTRUCTION	$48,924.26
21	PO1-26-1970.1	KING OFFICE SERVICES	FACILITIES PLANNING & CONSTRUCTION	$14,332.50
21	PO1-26-1996.1	PIERRE LANDSCAPE INC	FACILITIES PLANNING & CONSTRUCTION	$40,391.00
21	PO1-26-1997.1	ALLEY CAT DEVELOPMENT INC.	FACILITIES PLANNING & CONSTRUCTION	$16,168.75
21	PO1-26-2009.1	COUNTY OF LOS ANGELES	FACILITIES PLANNING & CONSTRUCTION	$75.00
21 BUILDING FUND TOTAL:				$168,899.46
40	PO1-26-2018.1	STOTZ EQUIPMENT	BUSINESS SERVICES	$752.22
40	PO2-26-0676.2	NATIONAL AUTO FLEET GROUP	MAINTENANCE & OPERATIONS	$355,238.29
40	PO2-26-0681.2	NATIONAL AUTO FLEET GROUP	MAINTENANCE & OPERATIONS	$59,468.48
40	PO2-26-1149.1	STOTZ EQUIPMENT	BUSINESS SERVICES	$50,995.64
40 SPECIAL RESERVE FUND TOTAL:				$466,454.63
DISTRICT TOTAL:				$3,240,316.41

01 GENERAL FUND TOTAL:	$2,131,118.08
11 ADULT EDUCATION FUND TOTAL:	$320,376.36
12 CHILD DEVELOPMENT FUND TOTAL:	$111,097.06
13 CAFETERIA FUND TOTAL:	$22,945.82
14 DEFERRED MAINTENANCE FUND TOTAL:	$19,425.00
21 BUILDING FUND TOTAL:	$168,899.46
40 SPECIAL RESERVE FUND TOTAL:	$466,454.63
DISTRICT TOTAL:	$3,240,316.41

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26-1912

Original PO#_____

AMENDMENT NO. 1
TO

AGREEMENT FOR ARCHITECTURAL SERVICES

The Agreement, dated November 19, 2025 between the Norwalk – La Mirada Unified School District and Ruhnau Clarke Architects shall be amended as follows:

Increase the reimbursable expenses for additional services related to the Central Kitchen Generator Project, in accordance with the proposal dated March 4, 2026, attached as Exhibit 'A'. The increase to the reimbursable expenses amount is to be able to cover the Division of the State Architect (DSA) plan review fees. Services will be provided for an increased amount of $8,000.00, bringing the total contract amount from $68,500.00 to $76,500.00.

All other terms and conditions of the Agreement and any previous Amendments shall remain as approved by the Norwalk – La Mirada Unified School District on January 26, 2026.

CONTRACTOR:

Signature Signed by: Roger Clarke 538FBB9DBF844C8...

Title President

Name Roger Clarke

Address 3775 10th Street
Riverside CA 92501

Phone Number (951) 684-4664

DISTRICT:

Signature _____

Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000

Date Approved _____

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REV: March 4, 2026

Re: Additional Services for Reimbursement Increase at Norwalk – La Mirada USD
RCA No. 1-54-35

Mr. Jerome Cygan, MBA

Facilities Coordinator

Norwalk-La Mirada Unified
School District

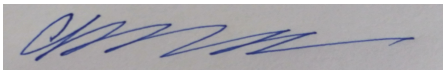
Facilities Planning and
Construction

15711 Pioneer Blvd., Bldg. G.,
Norwalk, CA 90650

Dear Mr. Cygan,

We are proposing an amendment to our approved proposal dated November 19, 2025, to increase the allowance for reimbursables by $8,000. This increase is to cover DSA fees incurred by Agency review.

Respectfully Submitted,



Christopher Bohigian, **NCARB**
Architect, Principal in Charge

Tel. 951.684.4664
Cell. 951.254.0490
Email. cbohigian@ruhnauclarke.com

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AGREEMENT FOR ARCHITECTURAL SERVICES

This AGREEMENT is made and entered into this **19th day of November in the year 2025** between the Norwalk-La Mirada Unified School District, hereinafter referred to as "DISTRICT", and **RUHNAU CLARKE ARCHITECTS** hereinafter referred to as "ARCHITECT". The DISTRICT and the ARCHITECT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the **CENTRAL KITCHEN GENERATOR PROJECT** hereinafter referred to as the "PROJECT", located within the DISTRICT; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

I. RESPONSIBILITIES OF THE ARCHITECT

A. Basic Services of the Architect shall include the following:

1. ARCHITECT's services shall consist of those services performed by ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in this AGREEMENT and in any EXHIBIT to this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT shall be responsible for performing all of the services described in this Article II as well as those services identified in the ARCHITECT's "PROPOSAL" which is attached hereto and incorporated herein by this reference as **EXHIBIT "A"**. The ARCHITECT's PROPOSAL is only attached to this AGREEMENT for purposes of describing the additional scope of work that shall be performed by the ARCHITECT unless otherwise specifically stated within this AGREEMENT. The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the ARCHITECT's PROPOSAL. The ARCHITECT's services shall include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the

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DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than $21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form DSA 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

6. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

7. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT shall provide detailed estimates of Construction Cost at no additional cost to DISTRICT.

12. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT.

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The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

13. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical Programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

14. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

15. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

16. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through PROJECT Close-Out. Any change in staff will require the written approval of the DISTRICT.

17. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT. Prior to the preparation of Construction Documents, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT in accordance with this Section. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

18. The ARCHITECT shall prepare Construction Documents including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements including, but not limited to, the requirements of the OPSC, the DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

19. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

20. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the

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PROJECT as designed and submit such DSA 103 to the DSA for approval along with all other Construction Documents. Upon the DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

21. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget at no additional cost to the DISTRICT.

22. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to the DSA:

(a) Contract Information Form DSA-102.
(b) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

23. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of the Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work as it is completed on the PROJECT. The ARCHITECT shall provide such PICs to the Project Inspector prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any Work on the PROJECT at the ARCHITECT's expense.

24. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

25. The ARCHITECT shall prepare the necessary Interim Verified Reports and the final Verified Report (Form DSA 6-AE) and timely submit such reports to the DSA, the Project Inspector and the DISTRICT. If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to

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other engineers, the ARCHITECT shall ensure that such engineers timely submit the necessary Interim Verified Reports and the final Verified Report (Form DSA 6-AE) to the DSA, the Project Inspector and the DISTRICT.

26. The ARCHITECT will endeavor to secure compliance by Contractor with the Construction Documents, but does not guarantee the performance of Contractor's contracts.

27. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

28. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

29. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

30. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the Contractor. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

31. The ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

32. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

33. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

34 After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") that is prepared by the ARCHITECT and approved by the DISTRICT unless otherwise approved by the DISTRICT in writing.

35. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion.

36. Upon the substantial completion of the PROJECT, the ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to prepare a list of all defects, deficiencies, and/or incomplete items, which include all minor items that remain outstanding (hereinafter the "Punch-List"). The ARCHITECT shall notify the Contractor in writing that all Punch-List items must be corrected prior to acceptance of the PROJECT and final payment and that all Punch-List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch-List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch-List items have been corrected by the Contractor

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for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch-List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a valuation of the cost to correct each outstanding Punch-List item for deduction from the Contractor's final payment and/or retention.

37. Project Close-Out. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Article II, Sections 37(a) and (b) below, to the DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to the DSA without delay.

a. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to the DSA:

(1) Copies of the Project Inspector's semi-monthly reports;
(2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
(3) Copies of all the necessary PICs which have been approved and signed off by the Project Inspector for the certification by the DSA; and
(4) All other documents required to be submitted to the DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in the DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to the DSA.

b. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to the DSA:

(1) Copy of the Notice of Completion.
(2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
(3) Final Verified Report Form DSA-293 certifying all work is 100% complete from the Geotechnical Engineer of Record.
(4) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
(5) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
(6) Weighmaster's Certificate (if required by approved drawings and specifications).
(7) Copies of the signature page of all Addenda as approved by the DSA.
(8) Copies of the signature pages of all Deferred Approvals as approved by the DSA.
(9) Copies of the signature pages of all Revisions as approved by the DSA.
(10) Copies of the signature page of all applicable Construction Change Documents as approved by the DSA.
(11) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for

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submittal to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to the DSA.

ARTICLE II
ADDITIONAL SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. If the DISTRICT requests additional shifts to complete the services articulated in EXHIBIT "A" where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the ARCHITECT's industry.

ARTICLE III - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III,

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Section 4 below and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the "PROPERTY" of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site. The DISTRICT may provide the ARCHITECT with a written request for the return of its PROPERTY at any time. Upon ARCHITECT's receipt of the DISTRICT's written request, ARCHITECT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure of the ARCHITECT to provide the DISTRICT with its PROPERTY within the time detailed herein this section shall be a material breach of this AGREEMENT.

ARTICLE V - ACCOUNTING RECORDS OF ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to any extra services for this PROJECT, and records of accounts between the DISTRICT and the ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or the DISTRICT's authorized representative at mutually convenient times.

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ARTICLE VI - COMPENSATION TO ARCHITECT

1. The DISTRICT shall compensate ARCHITECT as follows:

a. The DISTRICT agrees to pay the ARCHITECT in accordance with the rate and price schedule information set forth in EXHIBIT "A" for the services performed pursuant to this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the ARCHITECT's total compensation under this AGREEMENT exceed **SIXTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS ($68,000.00)** for performing all the basic services detailed in Article I and in EXHIBIT "A".

b. ARCHITECT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time ARCHITECT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

c. Reimbursable expenses that are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, ARCHITECT's employees and consultants for the following specified items:

(1) Approved reproduction of reports and/or other documents in excess of the copies provided by this AGREEMENT; and

(2) Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

d. Reimbursable expenses are estimated to be **FIVE HUNDRED DOLLARS ($500.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

e. Notwithstanding any terms or conditions in the ARCHITECT's PROPOSAL attached hereto as EXHIBIT "A" related to Compensation and/or Reimbursable Expenses, ARCHITECT agrees that its Compensation and Reimbursable Expenses shall not exceed the rates and/or values permitted under this Article VI. In accordance with Article I, Section 3, the PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within EXHIBIT "A" that relate to the ARCHITECT's Compensation and/or Reimbursable Expenses.

ARTICLE VII - MISCELLANEOUS

1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person;

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(2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, BETWEEN THE DISTRICT AND THE ARCHITECT RELATED TO THE PROJECT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARITIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

2. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of $2,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Papers Coverage. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications that are in the care, custody and control of the ARCHITECT. The ARCHITECT shall deliver to the DISTRICT a certificate of insurance as evidence of compliance with the requirements set forth herein. The cost of this insurance shall be paid by the ARCHITECT and the DISTRICT shall be named as a loss payee.

e. Each policy of insurance required in Article VII, Section 2(b) above shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse the DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article VII 2(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

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g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

3. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's 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. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

5. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE ARCHITECT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE ARCHITECT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

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11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

Ruhnau Clarke Architects

DocuSigned by:
By: _____
AA344130CD3943C...

President

Date: 12/1/2025 | 8:22 AM PST

DISTRICT:

Norwalk-La Mirada Unified School District

DocuSigned by:
By: Estuardo Santillan
4A74716ED8DD484...

Asst. Superintendent Business Services

Date: 01/26/2026

Docusign Envelope ID: 42D6DF32-5A7B-42BF-B4CD-551818DE306F

EXHIBIT "A"

Docusign Envelope ID: 42D6DF32-5A7B-42BF-B4CD-551818DE306F

RUHNAU CLARKE ARCHITECTS

November 11, 2025

RE: A/E Proposal – Norwalk-La Mirada Unified School District – Central Kitchen Generator

Mr. Jerome Cygan, MBA

Facilities Coordinator

Norwalk-La Mirada
Unified School District

Facilities Planning and
Construction

15711 Pioneer Blvd.,
Bldg. G.,
Norwalk, CA 90650

Dear Mr. Cygan

We are pleased to present to the Norwalk-La Mirada Unified School District this fee proposal for the new generator located at the existing district central kitchen site, located at 12244 Rosecrans Ave, Norwalk, CA 90650. Our understanding of the project and scope are outlined as follows:

Scope of Work:

We understand that the Norwalk-La Mirada Unified School District would like to install a new generator, as well as consolidate site electrical service to one service at the same location as the proposed on-site generator. The generator will be diesel powered and shall provide of sufficient size to provide power to the central kitchen facility in the event of a power failure.

The project was engineered and DSA approved in 2018 (A#03-119364) and the new project is assumed to utilize this basis of design for the project with the 2025/26 improvement plans and specifications.

The project shall be submitted to DSA for review and approval. The project is assumed to be exempt from accessibility improvements, CBC Ch. 11b. (Changes to Electrical Systems).

Proposed A/E Services:

Ruhnau Clarke Architects (RCA) proposes to provide professional architectural, structural, and electrical engineering services and project specifications for the proposed scope of work. The proposed phases of the project shall be Construction Documents Phase, Agency Approval Phase, Bidding Phase, Construction Administration Phase, and DSA Project Closeout Phase.

Exclusions:
The following is excluded from this proposal:

1. Agency fees
2. Identification and abatement of hazardous materials.
3. Geotechnical investigation and utility investigation.
4. Topographic and boundary surveys.
5. Civil Engineering services.
6. Mechanical & Plumbing Engineering services.
7. Any other specialty consultants unless noted under proposed A/E services.
8. Accessibility site and building improvements. (Project assumed exempt)
9. Low voltage & fire alarm engineering.
10. Renderings or other 3-D presentations.
11. SCAQMD (Southcoast Air Quality Management District) Permitting

Compensation:

Based upon the Scope of Work and proposed A/E services outlined above, we propose to a fixed fee in the amount of $68,000 (Sixty-Eight Thousand Dollars.). **The fixed fee is inclusive of the engineering services required for the project.** Please see the breakdown of services provided below. We also recommend a separate reimbursable allowance of $500 (Five Hundred Dollars) for cost related to printing, plotting, and delivery charges in the interest of the project.

Architectural, Specifications, Cost Estimation	$38,927
Cost Estimation	$1,100
Specifications	$3,300
Quality Assurance	$4,400
Structural	$9,900
Electrical	$10,373
Reimbursable Expenses	$500
Total Architectural/Engineering Fee	**$68,500**

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RUHNAU CLARKE ARCHITECTS

November 11, 2025

RE: A/E Proposal – Norwalk-La Mirada Unified School District – Central Kitchen Generator

We appreciate the opportunity to present this proposal to Norwalk-La Mirada Unified School District. Should you have any questions concerning our proposal, please give me a call at 760-438-5899

Respectfully Submitted,



Christopher Bohigian, NCARB
Architect, Principal

Tel.: 951.684-4664
Cell: 951.254.0490
Email: cbohigian@ruhnauclarke.com

Cc: Roger Clarke, Paul Kruest, RCA Admins
Delivered via: Email

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REQUEST FOR CONTRACT APPROVAL

School Site/Department: Central Kitchen/Facilities

Name of Vendor: Ruhnau Clarke Architects

Intended Board Meeting Date (if applicable): 12/8/25

Contracts $4,000 and over require Board approval.

Description of Services to be Provided:

Agreement with Ruhnau Clarke Architects to provide architectural services for the design and installation of a generator and new power service for the Norwalk-La Mirada Unified School District Central Kitchen for the amount of $68,000, plus $500 for reimbursable expenses, for a total contract amount not to exceed $68,500.

Why are these Services needed?

The power load on the existing service is approaching maximum capacity. In addition, during a long power outage, as was recently experienced, there is insufficient backup power to keep the kitchen equipment running for an extended period of time. Therefore, a new power service will be installed to meet current and future electrical needs as well as a new generator to maintain operation and to protect the District's food storage during any power outage.

Effective Dates of Contract 12/9/25

First Day of Services to be Provided (Start Date): 12/9/25

Date Services to be Completed (End Date): Until Project Completion

Rationale if Contract Start Date is BEFORE the intended Board Meeting:

NA

Total Contract Value: $ 68,500.00

Funding Source(s):

Must be entered in BEST format

Fund . Sub Fund – Resource . Project Year – Goal – Function – Object - Location

13.0-53100.0-00000-85000-6210-7600000 Amount $68,500.00

_____ Amount _____

_____ Amount _____

_____ Amount _____

_____ Amount _____

If using ASB Funds, upload ASB Minutes approving the expenditure.

Yes **No**

Certificate Of Completion

Envelope Id: 42D6DF32-5A7B-42BF-B4CD-551818DE306F
Status: Completed
Subject: Ruhnau Clarke Agreement with NLMUSD for the Central Kitchen Generator Project
Source Envelope:
Document Pages: 17
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Stephanie Vasquez
stvasquez@nlmusd.org
IP Address: 209.147.23.244

Record Tracking

Status: Original
11/24/2025 10:15:34 AM
Holder: Stephanie Vasquez
stvasquez@nlmusd.org
Location: DocuSign

Signer Events	Signature	Timestamp
Stephanie Vasquez stvasquez@nlmusd.org Facilities Planning & Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.244	Sent: 11/24/2025 10:27:51 AM Viewed: 11/24/2025 10:32:05 AM Signed: 11/24/2025 10:32:07 AM
Roger Clarke rclarke@ruhnauclarke.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/24/2025 10:49:27 AM ID: c03bec3f-49a4-42c4-a060-4de50063eb4c	DocuSigned by: AA344130CD3943C... Signature Adoption: Drawn on Device Using IP Address: 74.212.231.124	Sent: 11/24/2025 10:32:09 AM Resent: 11/25/2025 10:47:29 AM Viewed: 12/1/2025 8:21:34 AM Signed: 12/1/2025 8:22:17 AM
Jennifer G Sun jsun@nlmusd.org 10/13/2025 Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 12/1/2025 8:22:19 AM Viewed: 12/11/2025 11:06:03 AM Signed: 1/30/2026 12:15:42 PM
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Estuardo Santillan 4A74716ED8DD484... Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	Sent: 1/30/2026 12:15:43 PM Viewed: 2/2/2026 8:01:53 AM Signed: 2/2/2026 8:02:00 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jerome Cygan Jr. JCygan@nlmusd.k12.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/2/2026 8:02:02 AM Viewed: 2/2/2026 8:02:42 AM
Alexander Gutierrez AlGutierrez@nlmusd.k12.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/2/2026 8:02:02 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2025 10:27:51 AM
Certified Delivered	Security Checked	2/2/2026 8:01:53 AM
Signing Complete	Security Checked	2/2/2026 8:02:00 AM
Completed	Security Checked	2/2/2026 8:02:02 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Norwalk-La Mirada Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Norwalk-La Mirada Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsun@nlmusd.org

To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Norwalk-La Mirada Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jsun@nlmusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Norwalk-La Mirada Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Norwalk-La Mirada Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Norwalk-La Mirada Unified School District during the course of your relationship with Norwalk-La Mirada Unified School District.

Agenda Item Details

Meeting	Jan 26, 2026 - Board of Education Meeting
Category	19. BUILDING PROGRAM (CA)
Subject	C. Ruhnau Clarke Architects for New Power Service for Central Kitchen
Access	Public
Type	Action (Consent)
Dollar Amount	68,500.00
Budget Source	13.0-53100.0-00000-85000-6210-7600000, Nutrition Services - a self-contained Program outside of the General Fund.
Recommended Action	Approve Agreement

Public Content

Agreement with Ruhnau Clarke Architects to provide architectural services for the design and installation of a generator and new power service for the Central Kitchen. The power load on the existing service is approaching maximum capacity. In addition, during a long power outage, as was recently experienced, there is insufficient backup power to keep the kitchen equipment running for an extended period of time. Therefore, a new power service will be installed to meet current and future electrical needs as well as a new generator to maintain operation and to protect the District's food storage during any power outage. This Agreement is effective November 19, 2025 through the completion of the Project. The Agreement was prepared in November anticipating an earlier start date. Work will not commence until approved by the Board of Education. Services will be provided for the amount of $68,000, plus $500 for reimbursable expenses, for a total contract value not to exceed $68,500.

Submitted by Edith C. Florence, Director, Facilities Planning & Construction
Referred to the Superintendent by Estuardo A. Santillan, Assistant Superintendent Business Services

FAC2501-37-0601-251112-AGMT-RUHNAU_CLARKE-AOR_Services_for_Central_Kitchen_Generator.pdf (235 KB)

FAC2501-37-0501-251111-PRO-RUHNAU_CLARKE-Architectural_Services_for_Central_Kitchen_Generator.pdf (271 KB)

Administrative Content

Motion & Voting

That all items on the Consent Agenda (Items 15 - 27), with the exception of Item 22.L., Agreement with BofA Securities; Item 22.M., Contract with Los Angeles County Office of Education; Item 21.A., Contract with Bridgerock Construction, Inc.; Item 22.A., Annual and Five-Year Developer Fee Report for the Fiscal Year 2024-2025; Item 22.B., Resolution #25/26-6 for Joint Powers Authority Membership School Project for Utlity Rate Reducation; and Item 26.A., Settlement Agreement, Alternative Dispute Resolution, to be discussed and voted on separately.

Motion by Narcis Brasov, second by Espie Free.
Final Resolution: Motion Carries
Yes: Norma Amezcua, Jose Rios, Robert Cancio, Narcis Brasov, Lorena Vidaurre, Becky Langenwalter, Espie Free

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated March 24, 2026, by and between Certerra Subsurface Imaging, hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:

   Provide underground utility surveying and mapping services for the Central Kitchen Generator Project

   as outlined in the attached proposal dated February 17, 2026. DS
2. The Contractor will commence providing services under this AGREEMENT on March 24, 2026 and will diligently perform, as required, and complete performance by June 30, 2026. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. DS
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $6,309.60 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. DS
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

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8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:		**DISTRICT:**	
Signature	DocuSigned by: 56A1479750F465	Signature	
Title	V.P. of Operations		
Name	Hector Vargas		Norwalk-La Mirada USD
Address	12130 Santa Margarita Ct. Rancho Cucamonga, CA. 91730		12820 Pioneer Boulevard Norwalk, California 90650
Phone Number	(909) 993-1370 ext. 506		(562) 210-2000
		Date Approved	

F O R I N T E R N A L U S E

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

13.0-53100.0-00000-85000-6270-7600000

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☐ Yes ☒ No

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Materially Better™

Central Kitchen Generator Project

Prepared by: Certerra Subsurface Imaging C Below
1.888.90.BELOW
1385 Old Temescal Road, Suite 100
Corona, CA 92881
CL# 959964



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Estimate

Job No.	08-260244-P
Quote No.	00069239
Date:	02-17-2026
Expires on:	05-17-2026
Payment Terms:	T&M | NET 30
Prevailing Wage:	Yes

Certerra Subsurface C Below
Call Before you cut, core, drill or dig.

1385 Old Temescal Rd., Suite 100
Corona, CA 92881
Phone: **(888) 902-3569** Fax: (909)606-6555
www.cbelow.com

Bill To
Norwalk-La Mirada Unified School District
12820 Pioneer Blvd
Norwalk, CA 90650

Opportunity Name

Central Kitchen Generator Project

Primary Contact
Jerome Cygan
(562) 868-9014
jcygan@nlmusd.k12.ca.us

Jobsite Address
12244 Rosecrans Ave
12244 Rosecrans Ave
Norwalk, CA

Sales Rep	Ext.	Email	Cell
Robert Foster		robertf@cbelow.com	+1 9516270112

Certerra Subsurface Imaging, Inc. dba Certerra Subsurface C Below (“Certerra”) submits this proposal for the Central Kitchen Generator Project project. Our proposal is based on the enclosed estimated hourly breakdown and the Certerra Schedule of Fees. To successfully complete the outlined scope of services in this proposal, our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping ensure a safe and successful project.

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Utility Locating

Certerra Subsurface ("Certerra") will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).

The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).

Certerra will exhaust any and all utility locating methods, plus “tribal knowledge”, to positively identify the horizontal and vertical locations of the utility lines.

This includes utilizing the equipment listed below:

• Electromagnetic locator (Locator)

• Locatable CCTV push camera. No video will be provided unless specifically included in your quote. (Push Cam)

• Ground Penetrating Radar (GPR)

• Locatable Duct Rodder (Ram Rod)

• Crawler Camera and lateral launch equipment if specifically included in your quote. (Crawler)

Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these).

Mapping

At the completion of this project, the client will be provided a comprehensive 2D utility map in CAD and PDF. Client shall provide CAD background for utilities to be added. While our maps do include utility depth estimates from the surface, survey elevations are not included unless specifically requested at the time of this estimate.

Phase 1 | Utility mark out w/ water-based paint. Utility marks will remain on the site unless the client has hired Certerra to remove the markings.

Phase 2 | Certerra's Mapping Team will pick up the markings with the depth estimates from Phase 1. Mapping shall be completed within a reasonable time frame to assure integrity of marks.

Phase 3 | Quality review with the Lead Technicians and the Mapping Team to ensure the quality of the deliverable and applicable notes.

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Product Line Items

	Estimated Costs
Utility Locating	$4,760.00
Mapping	$1,549.60
Total USD	**$6,309.60**

Estimate Worksheets

Utility Locating

Item	Quantity	Unit	Unit Price	Total
Lead Utility Location Technician	8	HR	$158.00	$1,264.00
Lead Utility Location Technician Travel	2	HR	$158.00	$316.00
Assistant Utility Location Technician	8	HR	$158.00	$1,264.00
Assistant Utility Location Tech Travel	2	HR	$158.00	$316.00
Locating Truck & Equipment	8	HR	$60.00	$480.00
Project Manager - Office	6	HR	$120.00	$720.00
Administrative	4	HR	$100.00	$400.00
			Subtotal	**$4,760.00**

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Mapping				
Item	Quantity	Unit	Unit Price	Total
Mapping Technician	4	HR	$158.00	$632.00
Mapping Technician Travel	2	HR	$158.00	$316.00
Mapping Truck & Equipment	4	HR	$40.40	$161.60
Drafting / CADD/GIS Specialist I	4	HR	$110.00	$440.00
			Subtotal	**$1,549.60**

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Quality Level Definitions

Quality Level D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

Quality Level C involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent or are not too expensive to repair or relocate.

Quality Level B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

Quality Level A is the highest level of accuracy and involves the full use of the subsurface utility investigation method. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and provides the type, size, condition, material and other characteristics of underground features.

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Service Exceptions and Limitation

Locating Exceptions

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer and storm drain lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. Certerra has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to locate these types of lines, please contact us for an additional quote.

GPR Exceptions

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 12 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Indications show up on the radar screen as hyperbolas. The center of the hyperbola is the center of the indication. GPR data, under most circumstances, does not allow for the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than 2 inches on center may show up as one indication.

Mapping Exceptions

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

Potholing Exceptions

For billing purposes, Certerra defines a standard pothole with the dimensions of 1’ X 1’ X 5’ deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6” thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please speak to your Certerra representative. Optional Services include: hot patching per City requirements, slurry backfill, standard or engineered traffic control plans, trenching or excavation beyond standard pothole dimensions.

CCTV Exceptions

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

Traffic Control

Standard Traffic Control includes one lane closure with minimal signage not spanning an intersection. Extensive Traffic Control includes multiple lane closures, arrow boards, multiple signage requirements, spanning of intersections, flaggers, and other non-standard setups.

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GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between Certerra Subsurface Imaging, Inc. ("CERTERRA") and the party that accepted CERTERRA's proposal or requested that CERTERRA perform Services ("Client"). CERTERRA shall mean the aforementioned entity, any of its affiliates or subsidiaries, to the extent same are performing any of the Services under this Agreement, and their respective engineers and employees. This "Agreement" includes CERTERRA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from CERTERRA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by CERTERRA for Client or at Client's direction. CERTERRA's findings, opinions, and recommendations are based upon data and info CERTERRA obtained by and furnished to CERTERRA at the time of the Services. CERTERRA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in CERTERRA's Proposal. If any alteration or addition of Services are requested by the Client ("Additional Services"), CERTERRA may provide a proposal detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. CERTERRA shall not be obligated to perform the Additional Services, if Client does not follow these procedures, but instead directs, authorizes, or permits CERTERRA to perform the Additional Services without written acceptance. To the extent CERTERRA does perform the Additional Services without written acceptance, CERTERRA will be paid for this work according to its proposal for same or current fee schedule.

2. DELAYS. CERTERRA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate CERTERRA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond CERTERRA's reasonable control. All promises related to the time of the Services are approximations by CERTERRA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall CERTERRA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by CERTERRA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. MINIMUM CHARGES. All locating Services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two-hour minimum charge shall apply (show-up charge).

4. WORKING HOURS. CERTERRA's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CERTERRA are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

5. SCHEDULING & CANCELLATION. A minimum of 24-hours' notice is required when scheduling CERTERRA's Services. If Services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of $75 per technician will apply. If Services are canceled less than 24 hours before the scheduled start time, a fee of $75 per technician will apply.

6. PREVAILING WAGE. The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CERTERRA to the Client.

7. CERTIFIED PAYROLL. The prices quoted within are not subject to certified payroll. If Certified Payroll is required, CERTERRA's hourly administrative rates will be increased to adhere to the requirement. If Client requests certified payroll after CERTERRA commences its Services, then Client will be required to pay for the increased costs.

8. C.O.D. Projects totaling less than $5,000.00 in Services for Clients that have not submitted credit approval through the CERTERRA accounting department shall be performed on a Cash on Delivery (C.O.D.) basis. Prior to the start of our Services the CERTERRA technician will collect a check from the Client. Alternatively, the Client can opt to pay by Credit Card by filling out a Credit Card Authorization form. If this method is chosen, then a 3% processing fee will be applied. For all other projects, please see the COMPENSATION AND PAYMENT TERMS section of this document (Section 23).

9. REIMBURSABLE EXPENSES. Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by CERTERRA exclusively for the project will be invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

10. PROPOSAL VALID DURATION. Proposals are valid for 30 days or for the time stated in the Proposal, whichever is less.

11. CERTERRA RESPONSIBILITIES. Services performed by CERTERRA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. CERTERRA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTERRA will not be responsible for inaccurate or incomplete information provided to it by Client, individuals or entities for which CLIENT is responsible for, co-consultants or other reasonably reliable sources; for site conditions of which it was not actually informed; for unauthorized modifications to or deviations from CERTERRA's instruments of service or the use of unfinalized instruments of service for any purposes including bidding or cost estimating; for hazardous materials or toxic substances at the project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for decisions made by others relating to materials and equipment decisions made by others; for the services and instruments of service provided by others even if

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incorporated into CERTERRA's instruments of service for ease of reference or otherwise; for the performance of the Project's contractors and materials suppliers; for construction means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies. The Services being provided for by CERTERRA do not relieve the Client of the responsibility of having to comply with California Government Code §§4216 - 4216.9. It is expressly understood by the Client that CERTERRA's Services are not a substitute for compliance with California government Code §§4216 - 4216.9.

Client acknowledges that findings prepared by CERTERRA are based on limited information and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where explorations are made by CERTERRA. Client is responsible for notifying the appropriate party or professional regarding the findings noted by CERTERRA and CERTERRA accepts no liability in connection therewith. CERTERRA shall not be responsible for the interpretation by others of information developed by CERTERRA and makes no guarantee that CERTERRA's findings are properly implemented by any party. CERTERRA shall not be held liable for problems that may occur if CERTERRA's recommendations are not followed. To the fullest extent permitted by law Client shall indemnify and hold harmless the Indemnitees (as defined below) from and against any and all Losses (as defined below) arising from or related to interpretations made by others.

12. CLIENT PARTICIPATION. Client will make available to CERTERRA all information in Client's possession regarding existing and proposed conditions at the site, of which CERTERRA may rely on to perform its Services. Such information shall include, but not be limited to, plot plans and topographic surveys. Client shall immediately transmit to CERTERRA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. CERTERRA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client, to the fullest extent permitted by law, shall indemnify the Indemnitees from and against any and all Losses arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold CERTERRA harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given CERTERRA prior notice and has received CERTERRA's written consent for such changes. CERTERRA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose.

13. THIRD PARTIES. To the fullest extent permitted by law and to the extent not resulting from CERTERRA's proven negligence, Client agrees to defend, indemnify, and hold harmless CERTERRA and all of its agents, affiliates, subsidiaries, officers, directors, representatives, and employees and their successors (collectively the "Indemnitees") from and against any and all claims, demands, suits, losses, charges, losses, causes of action, liability, costs, defense costs, disbursements, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility ("Losses") by any and all third parties including but not limited to, contractors, subcontractors, agents, employees (including without limitation Client's employees), assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the Services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and CERTERRA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and CERTERRA that any such person or entity, other than Client or CERTERRA, receiving Services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of CERTERRA or an assignment to an affiliate or subsidiary of CERTERRA.

14. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to CERTERRA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re- negotiation of the scope of CERTERRA's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate CERTERRA for measures that in CERTERRA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate CERTERRA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, to the fullest extent permitted by law Client waives any claim against CERTERRA and agrees to defend, indemnify, and save the Indemnitees harmless from and against any and all Losses arising from the presence of hazardous materials on the project site. There is a risk that potholing may result in contamination of certain subsurface areas. To the fullest extent permitted by law Client waives any and all Losses against, and agrees to defend, indemnify, and save the Indemnitees harmless from and against any and all Losses which may arise as a result of subsurface contamination caused by potholing. Client also agrees to adequately compensate CERTERRA for any time spent and expenses incurred in defense of any such claim.

15. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide CERTERRA access to the project site for all equipment and personnel necessary for the performance of the Services. CERTERRA shall be allowed free access to the site. Client understands and agrees that CERTERRA shall only be responsible for losses which directly result from CERTERRA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. To the fullest extent permitted by Law, Client waives any claim against CERTERRA, and agrees to defend, indemnify, and hold the Indemnitees harmless from and against any and all Losses from damage

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done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CERTERRA for any time spent or expenses incurred by CERTERRA in defense of any such claim.

16. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of Services will operate to make CERTERRA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. To the fullest extent permitted by Law, Client will indemnify, defend and hold the Indemnitees harmless from and against any and all Losses arising or claimed to arise from violations by Client of any and all environmental laws, rules, and regulations relating to the existence, generation, current or future ownership, storage, transport, or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by CERTERRA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

17. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by CERTERRA are instruments of service with respect to the subject project, and CERTERRA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by CERTERRA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to CERTERRA, and the Client, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses whatsoever arising out of or resulting therefrom.

18. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against CERTERRA, its parents, affiliates and subsidiaries ("CERTERRA Covered Parties"), so that the total aggregate liability of CERTERRA Covered Parties shall not exceed $5,000 or the actual paid compensation for the Services performed by CERTERRA under this Agreement, whichever is less. This restriction of remedies shall apply to any and all Losses of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

19. LIABILITY FOR OTHERS. CERTERRA shall not be responsible for supervising, overseeing, or controlling the Client's contractors or for their means and methods, procedures, performance, or site safety. CERTERRA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). CERTERRA shall have no authority to control Others regarding their work or their safety practices. CERTERRA does not control or guarantee the work of Others. CERTERRA has no duty to inspect or correct health and safety deficiencies of Others. CERTERRA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of CERTERRA's Services shall not relieve Others of their responsibilities to the Client or Others. CERTERRA reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.

20. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and CERTERRA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

21. INSURANCE. CERTERRA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of $1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of $1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of $1,000,000 combined single limit, and (5) If CERTERRA is providing professional Services, Professional Liability insurance with coverage of $1,000,000 per claim/aggregate. Client shall name CERTERRA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include CERTERRA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide CERTERRA with a certificate of insurance evidencing the required insurance. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CERTERRA.

22. RESOLUTION OF DISPUTES. Either party may initiate a dispute resolution by providing written notice to the other party setting forth the subject of the claim, dispute, or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

If the parties cannot resolve the dispute through negotiation, either party may refer the claim, dispute, or controversy to a panel ("Panel") consisting of a designated senior representative from each party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party's admission. If the representatives are unable to resolve the dispute within 15 business days, either party may pursue its respective legal and equitable remedies. A party's failure to abide by the foregoing dispute resolution procedures prior to that party's filing of a lawsuit shall result in the dismissal of said lawsuit until the party has abided by the foregoing dispute resolution procedures. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the CERTERRA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

23. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, CERTERRA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment

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of fees at CERTERRA's option. Client shall pay all costs incurred by CERTERRA in collecting any delinquent amount, including staff time, court costs and attorney fees. To the fullest extent permitted by law, failure to make payment within sixty (60) days of invoice shall constitute a release of CERTERRA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, CERTERRA's current fee schedule shall apply unless otherwise negotiated in advance.

24. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, CERTERRA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms, all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. CERTERRA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to CERTERRA and are expressly agreed to in a writing signed by CERTERRA.

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CERTERRA
SUBSURFACE – C BELOW

Utility Locating

Utility locating is an imperative first step prior to geotechnical excavation during pre-construction. Damaged lines are not only expensive to repair but can be extremely dangerous. Starting your project with the knowledge of the types and locations of underground utilities on the job site is an important and cost-effective way to ensure a safe and successful project.

Certerra has the ability to locate horizontal and vertical locations for all underground utilities including water, gas, power, waste, communications and cable/TV.

Our technicians will mark all indications directly on the surface of all surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices.

Once lines have been found, there are several options a technician can use for marking the utility locations. Spray paint is the most common, but flags or whiskers are also utilized in areas that have heavy traffic, or where sprinklers may cause the paint to become unreadable prior to excavation. Computer-aided design or CAD drawings of our findings can also be provided upon request.

Our utility locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas need to be provided by the client. Should the area to be scanned not be accessible from the ground, the client will provide the means (man lift, scaffold, etc.) for our technician to properly perform their work.

For utility locating we locate all underground utilities using a standard electromagnetic utility locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a “tracer wire”, all sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.



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CERTERRA
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Ground Penetrating Radar (GPR)

Certerra uses GPR for locating reinforcing steel, prestressing strand, conduit and other indications in concrete and masonry structures. We use this method because it is one of the safest, fastest and most accurate methods currently available. With the ability to penetrate up to 18 inches of concrete, our technicians can map all indications directly on the scanning surface prior to coring, cutting or drilling. The survey results can also be saved and printed in 3-Dimensional detail providing a subsurface map for our client.

With such a large penetration range, GPR can be used with access to only one side of the scanning area with no need to place film on the opposite surface (as is needed with other methods). Our technicians determine the thickness of concrete and masonry structures to determine the spacing and depth of indications. In certain cases, the size of the indication can be estimated.

As these indications are found, they are displayed to the technician in real-time. They are displayed on the GPR monitor when changes in the conductivity of the scanned area represent locations of rebar, conduit, pipe, voids, and other objects located beneath the surface. Once located, the indication is marked in accordance with the APWA Uniform Color Code.

GPR is incredibly versatile and offers ease of use on job sites. It emits about 1% the power of a cell phone signal to perform its functions. Other methods require a safety perimeter around work areas. We prefer to use GPR because we are able to work in occupied sites and buildings where temporary evacuation is not an option. The equipment is very portable and can be moved to location quickly, making scanning of multiple areas a fast, efficient and manageable process. The practicality of this service supersedes traditional methods of utility locating, but it can also be used in conjunction with them.

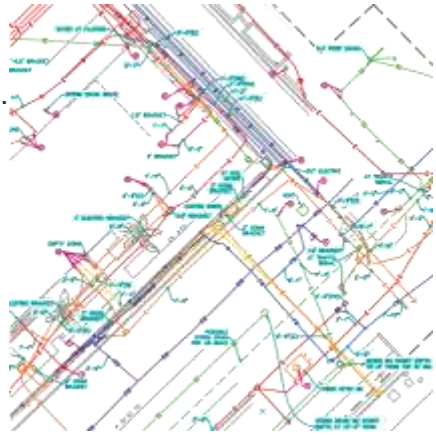
With the ability to locate nonmetallic utilities up to 12 feet deep, you can be sure most lines will be identified.



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CERTERRA
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Underground Mapping



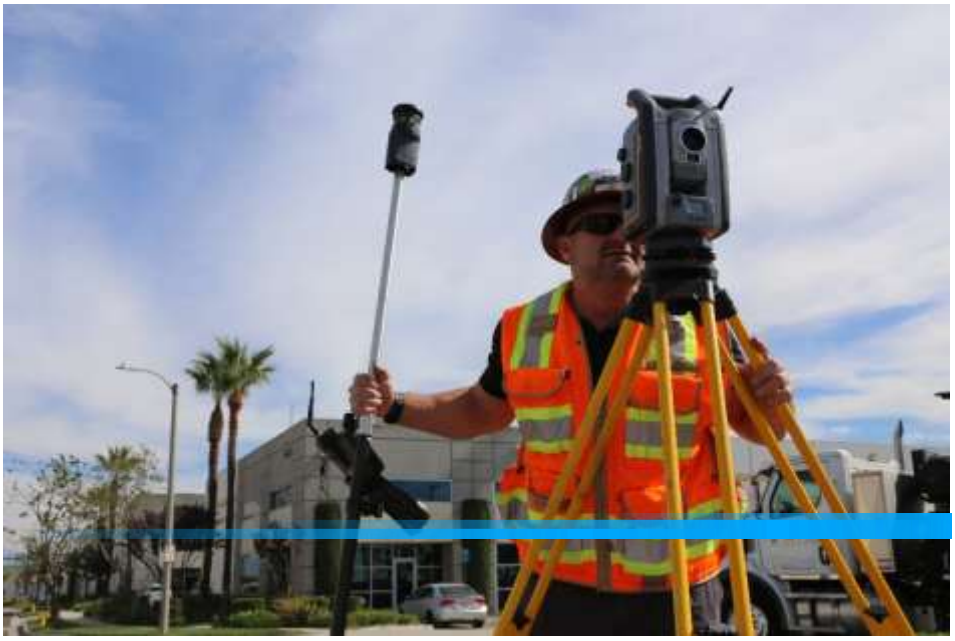
Certerra will provide our client with electronic and/or printed documentation of our utility investigation when mapping is added to our locating scope of work. Utility locations will be plotted in a client provided site drawing with clear, easy to read detail. Each utility is labeled and color coded in accordance with the indications marked in the field. We prepare CAD drawings to ensure the industry's most accurate drawings. The details of these drawings are based upon client specifications. Some of these options include depth, pipe diameter and materials, connection points, and all unknown utilities.

In addition to 36" x 24" prints, our drawings can also be saved in PDF format for simple distribution and viewing. Our detailed drawings can be used to provide designers and contractors with an overview of what to expect when performing site work. All mapping is done under the supervision of a licensed civil engineer.

Additional Surveying Services

In addition to mapping our utility location markings, we offer a full range of surveying services.

- ADA
- Boundary
- A.L.T.A./N.S.P.S
- Topographic
- Cross-Sections
- Encumbrance Maps
- Ortho Aerial Photos



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CERTERRA
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Potholing

Potholing is also known as vacuum excavation and is used for the purpose of identifying the axis of an underground utility. When the utility is revealed, the type of material and utility size are documented. The data collected during these excavations are beneficial in all phases of construction. Based upon the soils conditions or scope, Certerra will choose to use air or water to create the pothole. Potholes made to expose facilities encased in concrete, will stop at the encasement. The top of the encasement will then be recorded as the top of the facility.

After documenting our findings, each pothole will be backfilled, compacted, and a perm-a-patch or hot patch will be provided depending upon client specifications.

A potholing report complete with photographs are provided at the conclusion of the job documenting the location, utility found, depth to top of pipe, utility size, material and the soil conditions. If no utility is found within the predetermined depth of the pothole, it will be considered a dry hole. Additional holes may be necessary to provide a positive location of the utility.



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CERTERRA
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CCTV Pipe Inspection and Crawler Cam

Certerra provides video pipe inspection that will give vital information to help properly maintain utility and pipe facilities. We perform this service on sanitary sewer and storm drain lines specifically identified by the client or client's representative. CCTV pipe inspection includes trained personnel and the use of a push camera and/or crawler camera depending on the size of the line.

During this inspection, videos are recorded in full color MP4 files that can be viewed easily on all computers. Captions can be added to the video to help identify the technician findings. Our push cameras can video lines as small as 3" in diameter while our crawler cameras can do pipes upwards of 72". The video technology offers high quality assessment of all piping, including joints. We offer quick results with the ability to transfer video feed via USB and Bluetooth technology.

Standard details recorded during the inspection include: obstructions or blockages, root intrusion, structural damage, pipe offsets and flow conditions. Problem areas found will be identified on the surface for easy identification.

In the event that any blockage is found, we are able to provide water jetting to clear the obstructions. Sanitary Sewer and Storm Drain lines may contain debris and blockages that limit the ability to perform CCTV Pipe Inspection. Certerra can arrange for an outside contractor to jet all lines prior to CCTV pipe inspection to ensure the full length of the pipe can be filmed.



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Project:
Norwalk La-Mirada USD
Central Kitchen Generator
Project

Address:
12244 Rosecrans Ave
Norwalk, CA 90650

Proposed boring location

Geotechnical Report Criteria:

In accordance with 2025 CBC §1803A

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Estimate

Job No.	08-260244-P
Quote No.	00069239
Date:	02-17-2026
Expires on:	05-17-2026
Payment Terms:	T&M | NET 30
Prevailing Wage:	Yes

Please review all pages in this agreement on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement. By signing below, you hereby authorize Certerra to proceed with services outlined in its proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by Certerra's General Conditions which are incorporated herein. This authorization to proceed constitutes an agreement between you and Certerra and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Signature: _____ Effective Date: _____

Name (Print): _____

Title: _____

Client Billing Information

Bill to Name _____

Attention _____

Address _____

City _____

State _____

Zip _____

Email _____

Certerra Signature: _____ Effective Date: _____

Certerra Name (Print): Ashley Salvino Title: Chief Operating Officer

Please sign and email to Robert Foster at robertf@cbelow.com.

After Certerra receives this signed agreement, **Dispatch** will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

Thank you for your business!

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ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this **23rd** day of **March** in the year **2026** between the Norwalk-La Mirada Unified School District, hereinafter referred to as "DISTRICT", and **Westgroup Designs**, hereinafter referred to as "ARCHITECT". The DISTRICT and the ARCHITECT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the **Huerta Site Playground**, hereinafter referred to as the "PROJECT", located within the DISTRICT; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

I. RESPONSIBILITIES OF THE ARCHITECT

A. Basic Services of the Architect shall include the following:

1. ARCHITECT's services shall consist of those services performed by ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in this AGREEMENT and in any EXHIBIT to this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT shall be responsible for performing all of the services described in this Article II as well as those services identified in the ARCHITECT's "PROPOSAL" which is attached hereto and incorporated herein by this reference as **EXHIBIT "A"**. The ARCHITECT's PROPOSAL is only attached to this AGREEMENT for purposes of describing the additional scope of work that shall be performed by the ARCHITECT unless otherwise specifically stated within this AGREEMENT. The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the ARCHITECT's PROPOSAL. The ARCHITECT's services shall include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and

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modifications issued after execution of the Contract between the DISTRICT and Contractor.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than $21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form DSA 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

6. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

7. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public-School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager, or separate consultants retained by DISTRICT.

11. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

12. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be

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prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical Programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

13. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

14. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

15. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through PROJECT Close- Out. Any change in staff will require the written approval of the DISTRICT.

16. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT. Prior to the preparation of Construction Documents, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT in accordance with this Section. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

17. The ARCHITECT shall prepare Construction Documents including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements including, but not limited to, the requirements of the OPSC, the DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

18. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

19. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to the DSA for approval along with all other Construction Documents. Upon the DSA's approval of the Construction Documents, including the approved DSA103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT

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is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

20. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget at no additional cost to the DISTRICT.

21. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to the DSA:

(a) Contract Information Form DSA-102.

(b) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

22. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of the Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (FormDSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work as it is completed on the PROJECT. The ARCHITECT shall provide such PICs to the Project Inspector prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any Work on the PROJECT at the ARCHITECT's expense.

23. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

24. The ARCHITECT shall prepare the necessary Interim Verified Reports and the final Verified Report (Form DSA 6-AE) and timely submit such reports to the DSA, the Project Inspector and the DISTRICT. If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers timely submit the necessary Interim Verified Reports and the final Verified Report (Form DSA 6-AE) to the DSA, the Project Inspector and the DISTRICT.

25. The ARCHITECT will endeavor to secure compliance by Contractor with the

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Construction Documents but does not guarantee the performance of Contractor's contracts.

26. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

27. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

28. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

29. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the Contractor. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

30. The ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

31. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

32. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, and DSA, in a timely manner and ensuring proper PROJECT close-out.

33. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") that is prepared by the ARCHITECT and approved by the DISTRICT unless otherwise approved by the DISTRICT in writing.

34. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion.

35. Upon the substantial completion of the PROJECT, the ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to prepare a list of all defects, deficiencies, and/or incomplete items, which include all minor items that remain outstanding (hereinafter the "Punch-List"). The ARCHITECT shall notify the Contractor in writing that all Punch-List items must be corrected prior to acceptance of the PROJECT and final payment and that all Punch-List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch-List items identified by the ARCHITECT and the Contractor. The ARCHITECT shallnotify the DISTRICT when all Punch-List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch-List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT

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with a valuation of the cost to correct each outstanding Punch-List item for deduction from the Contractor's final payment and/or retention.

36. Project Close-Out. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Article II, Sections 37(a) and (b) below, to the DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to the DSA without delay.

a. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to the DSA:

(1) Copies of the Project Inspector's semi-monthly reports;
(2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
(3) Copies of all the necessary PICs which have been approved and signed off by the Project Inspector for the certification by the DSA; and
(4) All other documents required to be submitted to the DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in the DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to the DSA.

b. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to the DSA:

(1) Copy of the Notice of Completion.
(2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
(3) Final Verified Report Form DSA-293 certifying all work is 100% complete from the Geotechnical Engineer of Record.
(4) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
(5) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
(6) Weighmaster's Certificate (if required by approved drawings and specifications).
(7) Copies of the signature page of all Addenda as approved by the DSA.
(8) Copies of the signature pages of all Deferred Approvals as approved by the DSA.
(9) Copies of the signature pages of all Revisions as approved by the DSA.
(10) Copies of the signature page of all applicable Construction Change Documents as approved by the DSA.
(11) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to the DSA.

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ARTICLE II
ADDITIONAL SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. If the DISTRICT requests additional shifts to complete the services articulated in EXHIBIT "A" where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the ARCHITECT's industry.

ARTICLE III - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or

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without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the "PROPERTY" of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site. The DISTRICT may provide the ARCHITECT with a written request for the return of its PROPERTY at any time. Upon ARCHITECT's receipt of the DISTRICT's written request, ARCHITECT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure of the ARCHITECT to provide the DISTRICT with its PROPERTY within the time detailed herein this section shall be a material breach of this AGREEMENT.

ARTICLE V - ACCOUNTING RECORDS OF ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to any

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extra services for this PROJECT, and records of accounts between the DISTRICT and the ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or the DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI - COMPENSATION TO ARCHITECT

1. The DISTRICT shall compensate ARCHITECT as follows:

a. The DISTRICT agrees to pay the ARCHITECT in accordance with the rate and price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the ARCHITECT's total compensation under this AGREEMENT exceed **FOURTEEN THOUSAND DOLLARS AND ZERO CENTS ($14,000.00)** for performing all the basic services detailed in Article I and in EXHIBIT "A".

b. ARCHITECT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time ARCHITECT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

c. Reimbursable expenses that are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, ARCHITECT's employees and consultants for the following specified items:

(1) Approved reproduction of reports and/or other documents in excess of the copies provided by this AGREEMENT; and

(2) Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

d. Reimbursable expenses are estimated to be **THREE THOUSAND DOLLARS AND ZERO CENTS ($3,000.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

e. Notwithstanding any terms or conditions in the ARCHITECT's PROPOSAL attached hereto as EXHIBIT "A" related to Compensation and/or Reimbursable Expenses, ARCHITECT agrees that its Compensation and Reimbursable Expenses shall not exceed the rates and/or values permitted under this Article VI. In accordance with Article I, Section 3, the PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within EXHIBIT "A" that relate to the ARCHITECT's Compensation and/or Reimbursable Expenses.

ARTICLE VII - MISCELLANEOUS

1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's

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employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, BETWEEN THE DISTRICT AND THE ARCHITECT RELATED TO THE PROJECT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARITIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID

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AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

2. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The mentioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of $2,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Papers Coverage. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications that are in the care, custody and control of the ARCHITECT. The ARCHITECT shall deliver to the DISTRICT a certificate of insurance as evidence of compliance with the requirements set forth herein. The cost of this insurance shall be paid by the ARCHITECT and the DISTRICT shall be named as a loss payee.

e. Each policy of insurance required in Article VII, Section 2(b) above shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to the DISTRICT certificates of insurance as evidence

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of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event, ARCHITECT shall reimburse the DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article VII 2(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

3. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's 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. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

5. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE ARCHITECT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE ARCHITECT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

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8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents theentire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:	DISTRICT:
Westgroup Designs	Norwalk-La Mirada Unified School District
By: DocuSigned by: Parisima Hassani 126ACE95EF9C49D...	By: _____
Parisima Hassani	_____
CEO + Managing principal	_____
Date: 3/10/2026 | 5:37 PM PDT	Date: _____

Docusign Envelope ID: 12ACB98F-FB82-41E9-B10F-A7A7A178CCD0

EXHIBIT "A"

(ARCHITECTS PROPOSAL)

Docusign Envelope ID: 12ACB98F-FB82-41E9-B10F-A7A7A178CCD0

WESTGROUP DESIGNS
architecture | planning | interior design | branding

March 10, 2026

Ms. Edith Florence
Director of Facilities Planning & Construction
Norwalk-La Mirada Unified School District

RE: Huerta Community Resource Center Playground, Located at 15415 Pioneer Blvd, Norwalk, CA 90650.

Dear Ms. Florence,

Westgroup Designs, Inc. (WD) is pleased to submit the following proposal for Architectural services for the Playground Improvement Project for the Norwalk-La Mirada Unified School District (Client) at the Huerta Community Resource Center as described below. We look forward to partnering with you to deliver an optimal space that reflects the vision, mission, and goals of your company, staff, and community you serve.

1.0 THE PROJECT UNDERSTANDING – SCOPE OF SERVICES

1.1 The project involves the installation of a new playground structure on the Huerta Community Resource Center campus.

1.2 The scope of work consists of the following:

a. Site investigation, confirmation of the program requirements, and validation of the documentation previously approved by the Client.

b. Development of fully code-compliant ADA access and parking, including necessary modifications to applicable restrooms, gate hardware, hardscape and walkways.

c. Coordination with the playground manufacturer provided design.

1.3 Services anticipated as part of this project include:

a. Architectural Design

1.4 Based on our understanding of the project, Westgroup Designs (WD) will provide the services outlined in Sections 2.0 through 3.0 of this proposal. WD has participated in meetings, site visits, and conference calls prior to the issuance of this proposal. Upon approval, WD will proceed with the services as detailed below. The scope of work is based upon direction to date. Should the scope of work be modified during the process, this proposal will be adjusted accordingly.

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2.0 AGENCY APPROVALS & BID SUPPORT

2.1 WD will submit the approved Construction Documents to the appropriate governing agencies for plan check and permit issuance. WD will coordinate closely with the Client and consultant team to address plan check comments and provide necessary revisions or clarifications related to the documented scope of work. Any submittals or documentation required beyond the originally defined scope will be considered Additional Services.

2.2 The bidding process and contractor selection will be managed directly by the Client. WD will support this phase by responding to Requests for Information (RFIs), assisting with the issuance of addenda, and reviewing proposed substitutions or value engineering options to ensure consistency with the approved design intent.

3.0 CONSTRUCTION ADMINISTRATION

3.1 Upon permit issuance and selection of the General Contractor, WD will provide Construction Phase services for the anticipated duration of construction, estimated at up to 4 months. The scope of services during this phase is outlined below.

3.2 WD's Construction Phase services will include ongoing coordination with the Client's representatives and the broader project team. Responsibilities will include maintaining construction-phase project records, reviewing meeting minutes, attending project-related meetings, and providing architectural support to address construction inquiries, clarify design intent, and conduct field observations. Any redesign or modifications resulting from unforeseen conditions, contractor-driven changes, or revisions to the project scope will be considered Additional Services.

3.3 WD will actively participate in regular communication with the Client and Contractor via phone and email throughout the construction period to ensure ongoing alignment with the project scope, design intent, and performance objectives.

3.4 WD's team will participate in bi-weekly coordination meetings via Microsoft Teams with the Client and Contractor throughout the anticipated 4-month construction period. These meetings will facilitate schedule alignment, issue resolution, and clarification of design intent. Up to five (5) in-person site visits or meetings are included as part of this scope, intended to observe construction progress, review critical installations, and provide on-site architectural support. Additional site visits, meetings, or walkthroughs beyond this allowance will be available as Additional Services.

3.5 WD will participate in one (1) final site visit to conduct a Punch Walk and will prepare a consolidated punch list for use by the Client and Contractor. Any **additional punch walks, field inspections**, or re-inspections beyond this visit will be available as Additional Services.

3.6 WD will review, re-select, or approve proposed substitutions for materials, fixtures, and equipment when required due to availability, lead times, or field conditions. All approved substitutions will be evaluated for consistency with the design intent and overall project criteria.

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3.7 WD will review and respond to Contractor submittals, including Requests for Information (RFIs), shop drawings, product data, and finish samples. Submittal reviews will confirm compliance with the approved Construction Documents.

3.8 Upon notification of substantial completion, WD will participate in a final walkthrough with the Client and Contractor to verify that all previously identified punch list items have been addressed. This visit will support the Client's determination of readiness for occupancy. Additional site visits for re-inspection, extended commissioning coordination, or post-occupancy warranty support may be provided as Additional Services.

3.9 WD will support the Client during project closeout by reviewing the Contractor's required deliverables, including Operations & Maintenance (O&M) Manuals, warranty documentation, and record drawings. These deliverables will be produced by the Contractor, with expectations and formatting requirements clearly outlined in the Construction Documents prepared by the Design Team.

3.10 WD will not be responsible for the production of as-built drawings. However, WD will review the Contractor's redline markups and final record drawing set to confirm that all significant design elements and field modifications have been accurately documented.

DELIVERABLES SUMMARY TABLE

The following summary outlines the primary deliverables provided at each major project phase reflecting the scope, documentation, and coordination required to support project execution and client approvals:

PHASE	DELIVERABLES
CA	Submittal Reviews, Bi-weekly Teams Coordination, Site Observations, Punch List

WD will select the following summary outlines the primary deliverables provided at each major project phase reflecting the scope, documentation, and coordination required to support project execution.

COMPENSATION

Fee is based upon the scope of work outlined above. Should client request to revise design or scope direction during the process, work already completed by Westgroup Designs and it's retained consultants, will be billed as time spent, reflecting the “percentage complete”. Changes to the approved scope of work.

To be billed monthly, as percent phase complete.

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Fee Phase Summary:

Agency (DSA)	$2,800.00
Bidding	$700.00
Construction Administration	$9,800.00
Closeout	$700.00

Total Fee: $14,000.00
(Fourteen Thousand Dollars)

Proposed Fee/Phase Percentage Breakdown:

PHASE	PERCENTAGE	DURATION (EST.)
Agency (DSA)	20 %	12 Weeks
Bidding	05 %	4 Weeks
Construction Administration	70 %	16 Weeks
Closeout	05 %	3 Weeks

Reimbursable Expenses: **$ 3,000.00***

* Includes actual expenditures made by Westgroup incurred in the interest of the Project and as directed by client or client's consultants, plus an administrative fee of 10%. These may include, but are not limited to, computer plotting, printing and document reproduction, requested overnight delivery, formal presentation finish boards. Does not include any Plan Check or Agency review fees.

CONDITIONS AND EXCLUSIONS

- Excluded is any scope of work or services not specifically listed above, including, but not limited to additional scope, documentation or preparation of existing base building plans, presentation boards, engineering not specifically listed in this document.
- Excluded work is available as an Additional Service upon written authorization.
- Construction bidding and contractor procurement will be performed directly by the Norwalk-La Mirada Unified School District.
- Site work and any site design other than noted above is not included. This excludes upgrades to existing parking areas, landscape modifications, or improvements outside the area directly affected by the new playground structure.
- Client team shall be responsible for providing the following documentation:
  - Digital Topographic Survey of the site
  - Geotechnical Report
  - Site Utility Survey, including water, sewer, gas, electrical, and telecom service
- Additional documentation not related to the scope of work, as required by Governing Agencies, including but not limited to ADA compliance and Path of Travel documentation (not associated with the area of work), or creating any additional as-built documentation not provided by the Client, is available as an Additional Service.
- Any specialty engineering disciplines not specifically listed in this proposal are excluded.
- Updated Geotechnical services, topographic survey, and utility potholing will be coordinated by WD but performed by others. WD is not responsible for the execution or results of field investigations, testing, or surveys.

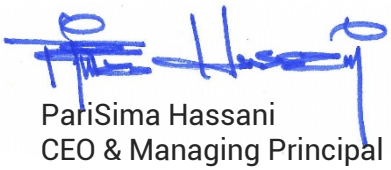
Docusign Envelope ID: 12ACB98F-FB82-41E9-B10F-A7A7A178CCD0

- This proposal excludes CEQA analysis, environmental permitting, or coordination with regulatory agencies related to environmental review. These services may be provided as an Additional Service if required by the Client.
- The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.
- Additional services include, but are not limited to:
  - Revisions to drawings or other documents that are inconsistent with approvals or instructions previously provided by the Client.
  - Revisions made necessary by adjustments in program scope, project budget, or schedule directed by the Client.
  - Preparation of drawings, specifications, and other documentation required by Change Orders or Construction Change Directives issued after approval of the Construction Documents is included only when such changes result from Client-directed revisions or changed conditions.
  - Documentation updates due to code changes.
- Additional services shall be authorized or confirmed in writing by the Client prior to performance of the work.
- In the event of Termination, Suspension or Abandonment of the project, Westgroup Designs shall be equitably compensated for services performed. Failure of the Client to make payments in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for Westgroup Designs to either suspend or terminate services. Either the Client or Westgroup Designs may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement

SUMMARY

This proposal is based on our understanding of the project scope of services developed to date. If the Scope of Services for this project is altered, this proposal shall be adjusted accordingly to the mutual satisfaction of both the Client and Westgroup Designs.

Sincerely,



PariSima Hassani
CEO & Managing Principal
Westgroup Designs Inc.

Accepted by:

LOS ANGELES COUNTY CLERK
CEQA FILING COVER SHEET

THIS SPACE FOR CLERK'S USE ONLY

Complete and attach this form to each CEQA Notice filed with the County Clerk

TYPE OR PRINT CLEARLY

Project Title

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
Transportation and Warehouse - Garage Doors

Check Document being Filed:

- ○ Environmental Impact Report (EIR)
- ○ Mitigated Negative Declaration (MND) or Negative Declaration (ND)
- ◉ Notice of Exemption (NOE)
- ○ Other (Please fill in type):

Filing fees are due at the time a Notice of Determination/Exemption is filed with our office.For more information on filing fees and No Effect Determinations, please refer to California Code of Regulations, Title 14, section 753.5.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: LOS ANGELES
12400 IMPERIAL HIGHWAY
NORWALK, CA 90650

From: (Public Agency): NORWALK-LA MIRADA USD
12820 PIONEER BLVD
NORWALK, CA 90650
(Address)

Project Title: Transportation Garage and Warehouse Door Replacement Project

Project Applicant: NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Project Location - Specific:
12820 PIONEER BLVD NORWALK CA 90650

Project Location - City: NORWALK Project Location - County: LOS ANGELES

Description of Nature, Purpose and Beneficiaries of Project:
This Project consists of taking down and hauling away of (5) existing one piece overhead doors and all hardware at Transportation garage, installing (5) new overhead motor operator coiling doors for the Transportation garage. It also consists of taking down and hauling away (2) existing sliding doors and all hardware at Warehouse Building, installing (2) new overhead motor operator coiling doors with standards wicket door for the Warehouse Building.

Name of Public Agency Approving Project: NORWALK-LA MIRADA USD

Name of Person or Agency Carrying Out Project: NORWALK-LA MIRADA USD

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: CLASS 1, SECTION 15301
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The Project qualifies for a Class 1 Categorical Exemption (CEQA Guidelines §15301) because it consists of the repair, maintenance, and replacement of existing facilities involving negligible or no expansion of existing use. The replacement of overhead and sliding doors with new overhead motor?operator coiling doors will occur entirely within existing buildings and does not increase capacity, intensity of use, or operational footprint. The Project will not have a significant effect on the environment and does not trigger any of the exceptions to categorical exemptions listed in CEQA Guidelines Section 15300.2.

Lead Agency
Contact Person: EDITH C. FLORENCE Area Code/Telephone/Extension: 5628689014

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: 3/11/26 Title: FACILITIES DIRECTOR

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Docusign Envelope ID: E1243A9E-C95B-4A81-AA79-FE21FACC0C7A

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated JULY 10, 2025, by and between JANINE Y. EZAKI, Ed. D., hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:
   PROVIDE ONE-ON-ONE COACHING TO PRINCIPALS FOCUSING ON STRENGTHENING LEADERSHIP CAPACITY, STRENGTHENING TIER I INSTRUCTION, AND SUPPORTING PRINCIPALS IN LEADING THE PLC PROCESS.

   as outlined in the attached PROPOSAL dated JULY 9, 2025. DS MEE
2. The Contractor will commence providing services under this AGREEMENT on 7/1/25 and will diligently perform, as required, and complete performance by 06/30/26. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. DS MEE
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $48,000 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. DS MEE
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

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8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:

Signature: DocuSigned by: Janine Y. Ezaki, Ed.D. 391C57B0E292495...
Title: Consultant
Name: Janine Y. Ezaki, Ed.D.
Address: 16256 Campo Nuevo Drive, Whittier, CA. 90603
Phone Number: 562-587-8237

DISTRICT:

Signature: DocuSigned by: Estuardo Santillan 4A74716ED8DD484...
Asst. Superintendent Business Services
Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000
Date Approved: 07/21/2025

FOR INTERNAL USE

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

01.0-63320.0-00000-39000-5850-3600000

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☐ Yes ☒ No

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Janine Y. Ezaki, Ed.D.
16256 Campo Nuevo Drive
Whittier, CA 90603
Email: jyeaki@gmail.com
562-587-8237

July 9, 2025

Dr. Natasha Baker, Superintendent
Ms. Tania Magana, Assistant Superintendent
Norwalk-La Mirada Unified School District
12820 Pioneer Blvd.
Norwalk, CA 90650

Dear Dr. Baker and Ms. Magana,

I am honored and excited to continue the critical work of supporting principals in leading their schools in accelerating student learning. The scope of the work for principal coaching for the 2025-26 academic year is described below:

- Provide one-on-one coaching to principals of schools focusing on:
  - Strengthening leadership capacity in leading a collaborative, learning culture and in driving a positive school climate that embraces positive change efforts with clarity and purpose
  - Implementing leadership actions that strengthen Tier 1 instruction that directly impacts learning at the student-desk level by targeting clear, evidence-based instructional design and engagement in the classroom
  - Supporting principals in leading the PLC process to ensure a high-impact, and research-informed learning experience for teachers that is aligned to grade level standards at grade-level rigor
- Collaborate with district leadership and attend district meetings and professional development to support system-coherence with district goals and initiatives
- Facilitate elementary and middle school principal cohorts by promoting collective leadership and shared capacity building to improve teacher and student outcomes with and across schools in the district

This contract is for coaching principals, along with attendance at district meetings and trainings for up to and not exceeding 500 hours. The number of principals and the number of hours per principal may change and will be determined by district leadership. At a per hour rate of $96.00 for up to 500 hours, this is a total of $48,000 for the 2025-26 contract year beginning July 1, 2025 and ending June 30, 2026.

Please let me know if there are any questions regarding this proposal. I am deeply grateful for the opportunity to continue supporting site principals and be a small part of the transformative efforts of the district.

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Sincerely,



Janine Y. Ezaki, Ed.D.

Docusign Envelope ID: E1243A9E-C95B-4A81-AA79-FE21FACC0C7A

INDEPENDENT CONTRACTOR QUESTIONNAIRE

STEP I – Employee Verification

Are you a part-time or full-time employee of the Norwalk-La Mirada Unified School District? ☐ Yes ☒ No

- If you responded affirmatively, **STOP**, you cannot be hired as an Independent Contractor. Have your school site/department representative contact Fiscal Services for other hiring arrangements.
- If you responded negatively, please continue.

Are you or have you ever been a member of STRS or PERS? ☒ Yes ☐ No

Are you retired from STRS or PERS? ☒ Yes ☐ No

STEP II – Form W-9

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the Norwalk-La Mirada Unified School District must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

Are you incorporated? ☐ Yes ☒ No

- If you responded negatively, please complete Form W-9 (attached).

STEP III – Form 590

As directed by California Revenue and Taxation Code, Section 18662, the Norwalk-La Mirada Unified School District is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

Are you a resident of California, or Do you have a permanent place of business in California? ☒ Yes ☐ No

All nonresidents who respond negatively and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.

- If you responded negatively, please complete Form 590 (attached), if applicable.

DocuSigned by:
Janine Y. Ezaki, Ed.D.
3[illegible]

Signature

7/10/2025 | 10:10 PM PDT
Date

Janine Ezaki
Name (as shown on your Income Tax return)
(Business or Individual)

562-587-8237
Phone Number

Docusign Envelope ID: E1243A9E-C95B-4A81-AA79-FE21FACC0C7A

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Janine Ezaki

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
576 - 62 - 3054

or

Employer identification number
–

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** DocuSigned by: Janine Y. Ezaki, Ed.D. 391C57B0E29249F... **Date** 7/10/2025 | 10:10 PM PDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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REQUEST FOR CONTRACT APPROVAL

School Site/Department: DISTRICT OFFICE/EDUCATIONAL SERVICES

Name of Vendor: JANINE Y. EZAKI, Ed. D.

Intended Board Meeting Date (if applicable): 7/21/25
Contracts $4,000 and over require Board approval.

Description of Services to be Provided:

CONTINUE TO SUPPORT PRINCIPALS IN IDENTIFYING AND IMPLEMENTING EVIDENCE-BASED LEADERSHIP ACTIONS THAT DIRECTLY IMPACT THE QUALITY OF TIER 1 INSTRUCTION. FOCUS ON INSTRUCTIONAL DESIGN, STUDENT ENGAGEMENT, AND LEARNING OUTCOMES AT THE CLASSROOM LEVEL FOR "ALL" STUDENTS.

Why are these Services needed?

TO ENSURE THAT SCHOOL LEADERS ARE EQUIPPED TO LEAD INSTRUCTIONAL IMPROVEMENT ALIGNED TO GRADE-LEVEL STANDARDS AND RIGOROUS EXPECTATIONS. PROMOTE SUSTAINABLE , SYSTEM-WIDE IMPROVEMENTS BY ALIGNING SITE-BASED ACTIONS WITH DISTRICT GOALS AND STRATEGIC PRIORITIES.

Effective Dates of Contract:

First Day of Services to be Provided (Start Date): 7/1/25

Date Services to be Completed (End Date): 6/30/26

Rationale if Contract Start Date is BEFORE the intended Board Meeting:

THIS IS THE TIME FRAME THAT IS WRITTEN ON THE PROPOSAL. NO SERVICES HAVE BEEN PROVIDED YET.

Total Contract Value: $ $48,000

Funding Source(s):
Must be entered in BEST format
Fund . Sub Fund – Resource . Project Year – Goal – Function – Object - Location

01.0-63320.0-00000-39000-5850-3600000 Amount 48,000

_____ Amount _____

_____ Amount _____

_____ Amount _____

_____ Amount _____

If using ASB Funds, upload ASB Minutes approving the expenditure.

Yes	No
	X

Rev. 5/19/2025

Certificate Of Completion

Envelope Id: E1243A9E-C95B-4A81-AA79-FE21FACC0C7A
Subject: Jan Ezaki Agreement with the NLMUSD
Source Envelope:
Document Pages: 8
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 5
Initials: 3

Status: Completed

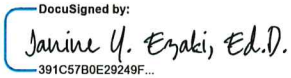
Envelope Originator:
Yolanda Macias
yomacias@nlmusd.org
IP Address: 209.147.23.14

Record Tracking

Status: Original
7/10/2025 9:50:50 AM

Holder: Yolanda Macias
yomacias@nlmusd.org

Location: DocuSign

Signer Events	Signature	Timestamp
Yolanda Macias yomacias@nlmusd.org Ed Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 7/10/2025 10:04:24 AM Viewed: 7/10/2025 10:04:35 AM Signed: 7/10/2025 10:04:59 AM
Jennifer Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 7/10/2025 10:05:01 AM Viewed: 7/10/2025 11:12:35 AM Signed: 7/10/2025 11:12:58 AM
Janine Y. Ezaki, Ed.D. jyezaki@gmail.com Consultant Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/10/2025 9:47:04 PM ID: cbb0e79a-896e-4b80-ae44-d69e779313ae	DocuSigned by:  391C57B0E29249F... Signature Adoption: Pre-selected Style Using IP Address: 2600:6c50:557f:590a:ad6f:2904:a64e:a751	Sent: 7/10/2025 11:13:00 AM Resent: 7/10/2025 1:30:43 PM Viewed: 7/10/2025 9:47:04 PM Signed: 7/10/2025 10:10:03 PM
Jennifer Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 7/10/2025 10:10:05 PM Viewed: 7/22/2025 10:42:08 AM Signed: 7/22/2025 10:42:26 AM

Signer Events	Signature	Timestamp
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None)	DocuSigned by:  4A74716ED8DD484...	Sent: 7/22/2025 10:42:28 AM Viewed: 7/22/2025 4:53:11 PM Signed: 7/22/2025 4:53:17 PM
	Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2025 10:04:24 AM
Envelope Updated	Security Checked	7/10/2025 1:30:42 PM
Certified Delivered	Security Checked	7/22/2025 4:53:11 PM
Signing Complete	Security Checked	7/22/2025 4:53:17 PM
Completed	Security Checked	7/22/2025 4:53:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Norwalk-La Mirada Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Norwalk-La Mirada Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsun@nlmusd.org

To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Norwalk-La Mirada Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jsun@nlmusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Norwalk-La Mirada Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Norwalk-La Mirada Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Norwalk-La Mirada Unified School District during the course of your relationship with Norwalk-La Mirada Unified School District.

Agenda Item Details

Meeting	Jul 21, 2025 - Board of Education Meeting
Category	19. CONTRACTS/AGREEMENTS $4,000.00 & OVER (CA)
Subject	X. Janine Y. Ezaki, Ed. D.
Access	Public
Type	Action (Consent)
Dollar Amount	48,000.00
Budget Source	01.0-63320.0-00000-39000-5850-3600000, CA Community Day School
Recommended Action	Approve Agreement

Public Content

Independent Contractor Agreement with Janine Y. Ezaki, Ed. D. to provide one-on-one coaching to principals of schools focusing on strengthening leadership capacity, strengthening Tier I instruction, and supporting principals in leading the PLC process. This Agreement is effective July 1, 2025 through June 30, 2026.

Submitted and referred to the Superintendent by Tania Magaña, Assistant Superintendent Educational Services

ICA docusign template.docx (65).pdf (439 KB)

JAN EZAKI CONTRACT.pdf (314 KB)

Administrative Content

Requisition Date:
Due Date:
Issued By: Jennifer G Sun
Requested By: Yolanda Macias
Suggested Vendor: 0000278997
JANINE EZAKI

Requisition Form

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT

Requisition No:
260000000966-7000000-1
Phase: Draft
Function: New

Internal Header Comments:

Shipping Location: NLM777

NLMUSD (WAREHOUSE)
12820 PIONEER BLVD
NORWALK, CA 90650

CL No	COMM Code	Commodity Line Description	Qty	UOM	Unit Price	Tax Amt	Total Line Amt
1	64130000	CONTRACT	0.00		0.00	0.00	$48,000.00

Additional Commodity Information:
PER CONTRACT: TO PROVIDE ONE-ON-ONE COACHING TO PRINCIPALS OF SCHOOLS FOCUSING ON STREGTHENING LEADERSHIP CAPACITY, STREGTHENING TIER I INSTRUCTION, AND SUPPORTING PRINCIPALS IN LEADING PLC PROCESS.
EFFECTIVE 7/1/25 - 6/30/26
BOARD APPROVED ON 7/21/25

Subtotal:	$48,000.00
Freight:	$0.00
Tax:	$0.00
Total Amount:	$48,000.00

01.0-63320.0-00000-39000-5850-6100000 - $48,000.00

Docusign Envelope ID: C1598C52-9FB9-4B09-A548-C37409060A27

Janine Y. Ezaki, Ed.D.

16256 Campo Nuevo Drive
Whittier, CA 90603
Email: jyeaki@gmail.com
562-587-8237

March 5, 2026,

Ms. Tania Magana, Interim Superintendent
Norwalk-La Mirada Unified School District
12820 Pioneer Blvd.
Norwalk, CA 90650

Dear Ms. Magana,

I am honored to continue supporting principals in leading their schools. The additional work for principal coaching for the 2025-26 academic year is described below:

- Provide one-on-one and collective leadership coaching for specific principals as identified by district leadership to support each principal's leadership capacity in implementing efficient systems, structures and processes through reflection and continuous improvement
- Collaborate with district leadership and attend district meetings and professional development to support system-coherence with district goals and initiatives
- Support the work of principal cohorts that promote peer and vertical articulation, shared capacity building and collaborative problem-solving
- Assist principals in creating professional development which supports increasing high academic achievement for all students

This contract is for coaching principals, along with attendance at district meetings/trainings, and supporting and planning professional development for up to and not exceeding 104 hours. At an hourly rate of $96.00, for up to 104 hours, this amounts to a total not to exceed $10,000 for the remainder of the 2025–26 school year, beginning March 2025 and ending June 30, 2026.

Please let me know if there are any questions regarding this proposal. I am deeply grateful for the opportunity to continue supporting principals in leading their sites.

Sincerely,

Janine Y. Ezaki, Ed.D.

Docusign Envelope ID: C1598C52-9FB9-4B09-A548-C37409060A27

PO1-26-0696
Original PO#_____

AMENDMENT NO. 1
TO

JANINE Y. EZAKI, ED.D. VENDOR AGREEMENT

The Agreement, dated JULY 10, 2025 between the Norwalk – La Mirada Unified School District and JANINE Y. EZAKI ED.D. shall be amended as follows:

THIS IS TO ADD ADDITIONAL TIME TO THE ORIGINAL AGREEMENT TO COVER THE REST OF THE 25-26 SCHOOL.
THE COST OF THE ADDITIONAL TIME IS NOT TO EXCEED $10,000.

THE ADDITIONAL COST WILL BE COVERED BY EEBG FUNDS.
USE THIS STRING: 01.0-6266.0-1110-2110-5810-60-00-00-0000

All other terms and conditions of the Agreement and any previous Amendments shall remain as approved by the Norwalk – La Mirada Unified School District on 07/21/25.

CONTRACTOR:

Signature DocuSigned by: Janine Y. Ezaki, Ed.D. 391C67B0E29249F...
Title Consultant
Name Janine Y. Ezaki, Ed.D.
Address 16256 Campo Nuevo Drive
Whittier CA 90603
Phone Number 562-587-8237

DISTRICT:

Signature _____

Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000

Date Approved _____

Docusign Envelope ID: 0D2AFD7C-FF8E-418C-A032-7CBDFAC08A9B

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated 3/24/2026, by and between Nadine L Khouri, hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:

   Provide nutrition services in alignment with Head Start. Implementation of food allergies and intolerance's,special diets, and meal accommodations. Perform nutrition assessments and review nutrition files and documents. Other nutrition related duties as determined by the program needs.

   as outlined in the attached Contract Packet dated 3/5/2026. Initial NL
2. The Contractor will commence providing services under this AGREEMENT on 3/24/2026 and will diligently perform, as required, and complete performance by 6/30/2026. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. Initial NL
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $13,200 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. Initial NL
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

Docusign Envelope ID: 0D2AFD7C-FF8E-418C-A032-7CBDFAC08A9B

8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:		**DISTRICT:**	
Signature	Signed by: Nadine Khouri 102974358D814DF...	Signature	
Title	MS.		
Name	Nadine Khouri		Norwalk-La Mirada USD
Address	19726 Katherine Ct. Cerritos, CA 90703		12820 Pioneer Boulevard Norwalk, California 90650
Phone Number	562-541-5702		(562) 210-2000
		Date Approved	

FOR INTERNAL USE

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

12.0-95210-00010-37000-2210-53	58%
12.0-95250-00010-37000-2210-53	15%
12.0-95260-00010-37000-2210-53	28%

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☒ Yes ☐ No

Docusign Envelope ID: FBD87AAE-8288-41C1-ABA5-4FB0AFB81D33

Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education** (**SCOE**), and Norwalk-La Mirada Unified School District (LEA), regarding the allocation of a funding grant to LEA to provide services pursuant to the Children and Youth Behavioral Health Initiative ("CYBHI") during the 2025-2026 school year ("Bridge Grant").

A. Background:

Consistent with Section 96 of Assembly Bill (AB) 121 (Chapter 8, Statutes of 2025) ("AB 121"), SCOE, in partnership with the Santa Clara County Office of Education ("SCCOE"), conducted a competitive grant process to award funds to local educational agencies participating in the first, second, and third fee schedule cohorts of CYBHI. The allocation of funds were prioritized as follows:

1. To prevent the disruption of providing school-linked behavioral health services in the 2025–26 school year, including staffing costs for school employees who provide youth mental health services ("Priority Area (1)")
2. For technical assistance for the continued implementation of the school-linked statewide fee schedule established pursuant to Section 5961.4 of the Welfare and Institutions Code. ("Priority Area (2)")

LEA submitted a proposal, which SCOE and SCCOE determined complied with AB 121 and its priorities. Accordingly, LEA was selected for Bridge Grant based on the representations in its proposal, and this MOU sets forth the terms and conditions of the award of the funding to LEA.

B. Term and Dates of Use

The term of this MOU is July 1, 2025 - June 30, 2026, and it will become effective after it is signed by both parties. The parties hereby agree that upon execution of this agreement, the agreement shall be retroactively effective to July 1, 2025 with the same force and effect as if it had been executed on that date.

C. SCOE agrees to:

1. Distribute Bridge Grant to LEA, as set forth in the Fiscal section, to be used consistent with the terms of AB 121.
2. Provide a report to CDE, the State Board of Education, the Department of Finance, the State Department of Health Care Services, the California Health and Human Services Agency, and appropriate policy and fiscal committees of the Legislature on the information required by AB 121, including the following information specific to LEA:
   a. The amount of Bridge Grant requested by LEA disaggregated by the two priorities listed in section A above, and
   b. The amount of Bridge Grant awarded to LEA, and the purpose of the funding, disaggregated by the two priorities listed.

Docusign Envelope ID: FBD87AAE-8288-41C1-ABA5-4FB0AFB81D33

D. LEA agrees to:

1. Utilize Bridge Grant in alignment with LEA's submitted grant proposal and budget that was approved by SCOE and SCCOE and consistent with AB 121. LEA's grant proposal is attached, and its terms are incorporated into this MOU.
2. Ensure that any deviations from the purposes and spending plan set forth in the grant proposal are consistent with the overall goal of the priority areas identified in the proposal.
3. Maintain documentation regarding the purposes of the funding, expenditure of funding, and how the funding was utilized to support the priority areas.

E. Fiscal

SCOE will distribute $103,900.00 dollars to LEA to be used consistent with its proposal for the following priorities:

Priority Area (1): $103,900.00

Priority Area (2): 0.00

The funds will be distributed by SCOE to LEA in a single, lump-sum payment, within 30 days of receipt of a valid invoice from LEA. An invoice will be considered valid upon the execution of an MOU with SCOE. All funds must be expended by June 30, 2026.

F. General Terms

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

   It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. Audit. SCOE, the State of California, or their agents shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU for an audit or for any other purpose related to performance of this MOU. LEA agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated. LEA also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.
4. Availability of Funds. This MOU is contingent on SCOE receiving full funding for services hereunder and may be immediately terminated if its funding for the contract is reduced or eliminated. In addition, both parties understand that if SCOE does not receive sufficient funds, this MOU shall be amended to reflect any reduction in funds.

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5. Nondiscrimination. Any service provided by the parties pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
6. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate. Such requirement may be satisfied by coverage through a joint powers authority or the self-insurance equivalent thereof. SCOE shall be named as an additional insured to LEA's policy. Evidence of insurance coverage, including an endorsement naming SCOE as an additional insured, shall be furnished upon request by a party to this agreement.
7. Force Majeure. No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreaks, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part. Any funds not expended pursuant to this clause will be returned to SCOE.
8. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
9. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education Brent Malicote Associate Superintendent, Integrated Systems Support	Norwalk-La Mirada Unified School District Estuardo Santillan Assistant Superintendent, Business
Brent Malicote Signature	Signature
03/09/2026 Date	Date

Docusign Envelope ID: FBD87AAE-8288-41C1-ABA5-4FB0AFB81D33

Behavioral Health Bridge Grant Scope of Work

*This attachment provides the scope of work for the Bridge Grant program **Norwalk-La Mirada Unified School District**, including specification of any additional LEAs included in the **Norwalk-La Mirada Unified School District** application.*

Applicant Information

Local Education Agency (LEA) Name Norwalk-La Mirada Unified School District

CDS Code (Please use 14 digit number) 19648400000000

Are you applying on behalf of multiple LEAs? No

Proposed Use of Funds

Please let us know how you intend to use the awarded funds. If you are selected to receive an award, these details will be included in your Memorandum of Understanding with SCOE.

Which priority areas are you applying for?

- [x] Primary grant priority: Preventing disruption of providing school-linked behavioral health services

Primary Grant Priority Narrative: How will you use the grant funds to prevent the disruption of providing school-linked behavioral health services in the 2025–26 school year? (Please write N/A if you are not using this priority funding area)

Norwalk-La Mirada Unified School District (NLMUSD) will use these dollars to fund one school-based clinician to focus on delivering behavioral health services at minimum in three elementary schools. This aligns with Bridge Funding because it will assist with preventing disruption of school-based behavioral health services to approximately 2,000 students. The unexpected termination of the Federal Mental Health Service Professional Demonstration Grant threatens an immediate funding gap to this critical position. Bridge funding will ensure continuity of care for students, particularly at the elementary level, where early intervention is most impactful, as we continue to roll out implementation of the CYBHI fee schedule. The grant will sustain a full-time clinician position through the 2025–26 school year while the district finalizes long-term fiscal sustainability through CYBHI Fee Schedule implementation.

Secondary Grant Priority Narrative: How will you use funds towards technical assistance for the continued implementation of the school-linked statewide fee schedule? (Please write N/A if you are not using this priority funding area)

N/A

Docusign Envelope ID: 2F0969F8-23F0-432E-88E8-C2A2E5E4C4BD

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated March 23, 2026, by and between Behavioral Emotional & Academic Mentoring (BEAM), LLC, hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:

   To provide a PsychEd IEE and IEP meeting attendance for SN# 976680.

   as outlined in the attached N/A dated N/A. Initial ML
2. The Contractor will commence providing services under this AGREEMENT on March 23, 2026 and will diligently perform, as required, and complete performance by June 30, 2026. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. Initial ML
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $6,000.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. Initial ML
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

Docusign Envelope ID: 2F0969F8-23F0-432E-88E8-C2A2E5E4C4BD

8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:		**DISTRICT:**	
Signature	Signed by: Nancy Aliff BAB8AD1CAE2E41F...	Signature	
Title	COO		
Name	Nancy Aliff		Norwalk-La Mirada USD
Address	10900 183rd St. Ste 285 Cerritos, CA 90703		12820 Pioneer Boulevard Norwalk, California 90650
Phone Number	562-273-5328		(562) 210-2000
		Date Approved	

FOR INTERNAL USE

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

01.0-65000.0-50010-21100-5850-6900000

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☒ Yes ☐ No

Docusign Envelope ID: 0B6A7949-7BC9-46E5-8F1A-FC563ABB49D1

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated March 23, 2026, by and between Supieri Molly Coppel, hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:

   To provide a PsychoEd IEE and IEP meeting attendance for SN# 979925

   as outlined in the attached N/A dated N/A. DS MC
2. The Contractor will commence providing services under this AGREEMENT on March 23, 2026 and will diligently perform, as required, and complete performance by June 30, 2026. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. DS MC
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $5,000.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. DS MC
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

Docusign Envelope ID: 0B6A7949-7BC9-46E5-8F1A-FC563ABB49D1

8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:		**DISTRICT:**	
Signature	DocuSigned by: Molly Coppel 03806F5F7C504BC	Signature	
Title	Licensed Educational Psychologist		
Name	Molly Coppel		Norwalk-La Mirada USD
Address	6131 Orangethorpe Ave. #400A Buena Park, CA 90620		12820 Pioneer Boulevard Norwalk, California 90650
Phone Number	714-805-7002		(562) 210-2000
		Date Approved	

FOR INTERNAL USE

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

01.0-65000.0-50010-21100-5810-6900000

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☒ Yes ☐ No

Docusign Envelope ID: D046F6C9-AC72-47EC-B21C-E6581A9F1C3D

26-1184
Original PO#_____

AMENDMENT NO. 1
TO

Independent Contractor Agreement

The Agreement, dated 7/11/2025 between the Norwalk – La Mirada Unified School District and Graciela Amanda Vega shall be amended as follows:

Extend the term to June 30, 2026.

All other terms and conditions of the Agreement and any previous Amendments shall remain as approved by the Norwalk – La Mirada Unified School District on 09/08/2025.

CONTRACTOR:

Signature: Signed by: Graciela Amanda Vega 2A45D0F13E66471...
Title: Dance Instructor
Name: Graciela Amanda Vega
Address: 20723 Airline Ave #B Lakewood, CA 90715
Phone Number: 562-413-0378

DISTRICT:

Signature _____

Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000

Date Approved _____

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated 07/11/2025, by and between Graciela Amanda Vega, hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:

   To provide an alternative form of exercise after school, improving fitness, coordination, and overall health. To allow students to express themselves creatively through movement, building self-confidence and teamwork.

   as outlined in the attached PROPOSAL dated 07/11/2025. Initial GAV
2. The Contractor will commence providing services under this AGREEMENT on 09/02/2025 and will diligently perform, as required, and complete performance by 04/08/2026. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. Initial GAV
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $ 7200 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. Initial GAV
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:

Signature: Signed by: Graciela Amanda Vega 2A45D0F13F66471...
Title: Contracter
Name: Graciela Amanda Vega
Address: 20723 Arline Ave #B Lakewood CA 90715
Phone Number: 562 413 0378

DISTRICT:

Signature: DocuSigned by: Estuardo Santillan 4A74716ED8DD484...
Asst. Superintendent Business Services
Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000
Date Approved: 09/08/2025

FOR INTERNAL USE

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

01.0-26000.0-19500-10000-5810-18

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____ component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☒ Yes ☐ No

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

Cultural Dance Instruction Contract

This contract, effective **September 2nd, 2025**, is made between **Graciela Amanda Vega** ("Instructor") and **Moffitt Elementary** ("School"), collectively referred to as "the Parties."

1. Term of Agreement

This agreement shall commence on **September 2nd, 2025**, and continue for a period of **thirty (30) weeks**, concluding on **April 8th, 2026**.

2. Services Rendered

The Instructor agrees to provide **cultural dance instruction** to students of Moffitt Elementary. These services will be delivered for **one (1) hour per session, three (3) times per week**. The specific days and times for these sessions will be mutually agreed upon by both Parties at the start of this agreement.

3. Responsibilities of the Instructor

The Instructor shall:

- Develop and implement a suitable curriculum for cultural dance instruction.
- Provide all necessary materials and equipment for dance instruction, unless otherwise agreed upon with the School.
- Maintain a safe and inclusive environment for all participating students.
- Be punctual and prepared for all scheduled sessions.

4. Responsibilities of the School

The School shall:

- Provide a suitable space for cultural dance instruction.
- Ensure students are available and prepared for scheduled sessions.
- Communicate any relevant school policies or procedures to the Instructor.

5. Compensation

Compensation Agreement Addendum to Cultural Dance Instruction Contract

This Compensation Agreement Addendum ("Addendum") is made effective September 2nd, 2025, and is hereby incorporated into and made a part of the Cultural Dance Instruction Contract ("Main Contract") dated September 2nd, 2025, between Graciela Amanda Vega ("Instructor") and Moffitt Elementary ("School").

1. Compensation Rate

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

For the services rendered as described in the Main Contract, Moffitt Elementary agrees to compensate Graciela Amanda Vega at a rate of Eighty Dollars and Zero Cents ($80.00) per hour.

2. Billing and Payment

a. The Instructor shall submit invoices to Moffitt Elementary on a bi-weekly basis (or another frequency mutually agreed upon by both parties). Each invoice shall clearly detail the dates and hours worked during the billing period.

b. Moffitt Elementary agrees to remit payment to the Instructor within fifteen (15) days of receiving a valid invoice.

c. Payments shall be made via check (or another method mutually agreed upon by both parties).

3. Total Estimated Compensation

Based on the terms of the Main Contract (1 hour per session, 3 times per week, for 30 weeks), the estimated total compensation for the term of the contract is calculated as follows:

* Total hours per week: 1 hour/session * 3 sessions/week = 3 hours/week

* Total hours for contract: 3 hours/week * 30 weeks = 90 hours

* Estimated total compensation: 90 hours * $80.00/hour = $7,200.00

This estimated total compensation is provided for informational purposes only and is subject to change based on actual hours worked as documented in invoices.

4. Taxes

The Instructor acknowledges and agrees that she is an independent contractor and is solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other taxes or contributions required by law on the compensation received under this Addendum. Moffitt Elementary will not withhold any taxes from payments made to the Instructor.

5. Entire Agreement

This Addendum, together with the Main Contract, constitutes the entire agreement between the Parties with respect to the compensation for services and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter hereof.

6. Governing Law

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

This Addendum shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Compensation Agreement Addendum as of the date first written above.

Graciela Amanda Vega

Instructor

Moffitt Elementary

Authorized School Representative

6. Termination

Either Party may terminate this contract with two (2) weeks' written notice if there is a material breach of this agreement by the other Party.

7. Governing Law

This contract shall be governed by and construed in accordance with the laws of the State of California.
IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.
Graciela Amanda Vega Instructor
Moffitt Elementary Authorized School Representative

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

INDEPENDENT CONTRACTOR QUESTIONNAIRE

STEP I – Employee Verification

Are you a part-time or full-time employee of the Norwalk-La Mirada Unified School District? ☐ Yes ☒ No

- If you responded affirmatively, **STOP**, you cannot be hired as an Independent Contractor. Have your school site/department representative contact Fiscal Services for other hiring arrangements.
- If you responded negatively, please continue.

Are you or have you ever been a member of STRS or PERS? ☐ Yes ☒ No

Are you retired from STRS or PERS? ☐ Yes ☒ No

STEP II – Form W-9

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the Norwalk-La Mirada Unified School District must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

Are you incorporated? ☐ Yes ☒ No

- If you responded negatively, please complete Form W-9 (attached).

STEP III – Form 590

As directed by California Revenue and Taxation Code, Section 18662, the Norwalk-La Mirada Unified School District is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

Are you a resident of California, or Do you have a permanent place of business in California? ☒ Yes ☐ No

All nonresidents who respond negatively and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.

- If you responded negatively, please complete Form 590 (attached), if applicable.

Signed by: Graciela Amanda Vega
2A4D0F13E66474...
Signature

7/20/2025 | 8:57 AM PDT
Date

Graciela Amanda Vega
Name (as shown on your Income Tax return)
(Business or Individual)

7/20/2025
Phone Number

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Graciela Amanda Vega

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
20723 Arline Ave #B

Requester's name and address (optional)

6 City, state, and ZIP code
Lakewood CA 90715

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
613 - 70 - 5227

or

Employer identification number
–

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Signed by: Graciela Amanda Vega 2A45D0F13F66471... | **Date** 7/20/2025 | 8:57 AM PDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Docusign Envelope ID: F2BDBA85-FF35-473A-B30A-6A7D60E0120C

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FL Dean Jordan Taylor
12800 UNIVERSITY DR STE 125
FORT MYERS, FL 33907-5335

CONTACT NAME:
PHONE (A/C, No, Ext): (239) 766-7414 FAX (A/C, No):
E-MAIL ADDRESS: jordan.taylor@fdean.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great American Insurance Company	16691
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:
Graciela Amanda Vega
20723 Arline Ave Apt B
Lakewood, CA 90715

COVERAGES **CERTIFICATE NUMBER:** GAP143024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X HOST LIQUOR LIABILITY INCLUDED X INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PAC 4725038	07/01/2025 12:00 AM	07/01/2026 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	Professional Liability	X		PAC 4725038	07/01/2025 12:00 AM	07/01/2026 12:01 AM	EACH OCCURRENCE AGGREGATE LIMIT	$1,000,000 $1,000,000
A	Abuse and Molestation	X		PAC 4725038	07/01/2025 12:00 AM	07/01/2026 12:01 AM	EACH OCCURRENCE GENERAL AGGREGATE	$100,000 $300,000
A	Accident/Medical Coverage			BSR-F283990-00	07/01/2025 12:00 AM	06/30/2026 11:59 PM	AD&D AGGREGATE AD&D MAXIMUM MEDICAL DEDUCTIBLE	$500,000 $100,000 $100,000 $250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covered activities: Dance Activities. Locations: 7150 S Cully Ave, Whittier, CA 90606.
The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.
Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER
Norwalk-La Mirada USD
12820 Pioneer Blvd
Norwalk, CA 90650

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Francis L. Dean

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: PAC 4725038 / GAP143024
Insured: Graciela Amanda Vega

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Norwalk-La Mirada USD 12820 Pioneer Blvd Norwalk, CA 90650
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FL Dean Jordan Taylor 12800 UNIVERSITY DR STE 125 FORT MYERS, FL 33907-5335	CONTACT NAME: PHONE (A/C, No, Ext): (239) 766-7414 FAX (A/C, No): E-MAIL ADDRESS: jordan.taylor@fdean.com
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Graciela Amanda Vega 20723 Arline Ave Apt B Lakewood, CA 90715	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Great American Insurance Company 16691 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** GAP143024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X HOST LIQUOR LIABILITY INCLUDED X INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PAC 4725038	07/01/2025 12:00 AM	07/01/2026 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	Professional Liability	X		PAC 4725038	07/01/2025 12:00 AM	07/01/2026 12:01 AM	EACH OCCURRENCE AGGREGATE LIMIT	$1,000,000 $1,000,000
A	Abuse and Molestation	X		PAC 4725038	07/01/2025 12:00 AM	07/01/2026 12:01 AM	EACH OCCURRENCE GENERAL AGGREGATE	$100,000 $300,000
A	Accident/Medical Coverage			BSR-F283990-00	07/01/2025 12:00 AM	06/30/2026 11:59 PM	AD&D AGGREGATE AD&D MAXIMUM MEDICAL DEDUCTIBLE	$500,000 $100,000 $100,000 $250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Covered activities: Dance Activities. Locations: 7150 S Cully Ave, Whittier, CA 90606.

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

Moffitt Elementary
13323 S. Goller Ave
Norwalk, CA 90650

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: PAC 4725038 / GAP143024
Insured: Graciela Amanda Vega

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Moffitt Elementary 13323 S. Goller Ave Norwalk, CA 90650
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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REQUEST FOR CONTRACT APPROVAL

School Site/Department: MOFFITT ELEMENTARY

Name of Vendor: RECESS DANCE & MOVEMENT CLUB

Intended Board Meeting Date (if applicable): 07/21/2025

Contracts $4,000 and over require Board approval.

Description of Services to be Provided:

To provide an alternative form of exercise after school, improving fitness, coordination, and overall health. To allow students to express themselves creatively through movement, building self-confidence and teamwork.

Why are these Services needed?

Movement and dance can help improve focus, memory, and problem-solving skills. The group format will encourage positive social interaction and collaboration among students, fostering new friendships. Dance and movement activities can reduce stress and promote emotional regulation by providing an outlet for energy and emotions.

Effective Dates of Contract:

First Day of Services to be Provided (Start Date): 09/02/2025

Date Services to be Completed (End Date): 04/08/2026

Rationale if Contract Start Date is BEFORE the intended Board Meeting:

n/a

Total Contract Value: $ 7200

Funding Source(s):
Must be entered in BEST format
Fund . Sub Fund – Resource . Project Year – Goal – Function – Object - Location

01.0-26000.0-19500-10000-5810-18 Amount 100%

_____ Amount _____

_____ Amount _____

_____ Amount _____

_____ Amount _____

If using ASB Funds, upload ASB Minutes approving the expenditure.

Yes	No
	X

Rev. 5/19/2025

Certificate Of Completion

Envelope Id: F2BDBA85-FF35-473A-B30A-6A7D60E0120C
Subject: Recess Dance & Movement Club Agreement with the NLMUSD
Source Envelope:
Document Pages: 21
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 5
Initials: 3

Status: Completed

Envelope Originator:
Berenice Guzman
bguzman@nlmusd.org
IP Address: 209.147.23.206

Record Tracking

Status: Original
7/11/2025 10:26:00 AM

Holder: Berenice Guzman
bguzman@nlmusd.org

Location: DocuSign

Signer Events	Signature	Timestamp
Berenice Guzman bguzman@nlmusd.org Moffitt Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.206	Sent: 7/11/2025 10:31:30 AM Viewed: 7/11/2025 10:31:41 AM Signed: 7/11/2025 10:35:48 AM
Jennifer Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 7/11/2025 10:35:50 AM Viewed: 7/11/2025 2:54:32 PM Signed: 7/11/2025 2:54:49 PM
Graciela Amanda Vega g.a.vega1121@gmail.com Contracter Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/20/2025 3:40:16 AM ID: 5dac8eb3-abc4-4f62-8247-7d280a5dd0b3	Signed by: Graciela Amanda Vega 2A45D0F13F66471... Signature Adoption: Pre-selected Style Using IP Address: 172.113.158.38	Sent: 7/11/2025 2:54:52 PM Viewed: 7/20/2025 3:40:16 AM Signed: 7/20/2025 8:57:58 AM
Jennifer Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 7/20/2025 8:58:02 AM Viewed: 9/9/2025 10:07:34 AM Signed: 9/9/2025 10:07:56 AM
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None)	DocuSigned by: Estuardo Santillan 4A74716ED8DD484... Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	Sent: 9/9/2025 10:08:02 AM Viewed: 9/9/2025 10:23:15 AM Signed: 9/9/2025 10:23:23 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Human Resources consultants@nlmusd.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/11/2025 2:54:52 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2025 10:31:30 AM
Envelope Updated	Security Checked	8/7/2025 3:31:14 PM
Certified Delivered	Security Checked	9/9/2025 10:23:15 AM
Signing Complete	Security Checked	9/9/2025 10:23:23 AM
Completed	Security Checked	9/9/2025 10:23:23 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Norwalk-La Mirada Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Norwalk-La Mirada Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsun@nlmusd.org

To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Norwalk-La Mirada Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jsun@nlmusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Norwalk-La Mirada Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Norwalk-La Mirada Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Norwalk-La Mirada Unified School District during the course of your relationship with Norwalk-La Mirada Unified School District.

Agenda Item Details

Meeting	Sep 08, 2025 - Board of Education Meeting
Category	23. CONTRACTS/AGREEMENTS (CA)
Subject	K. Graciela Amanda Vega
Access	Public
Type	Action (Consent)
Dollar Amount	7,200.00
Budget Source	01.0-26000.0-19500-10000-5810-1800000, ELOP
Recommended Action	Approve Agreement

Public Content

Independent Contractor Agreement with Graciela Amanda Vega to provide Moffitt Elementary School with after school cultural dance instruction to allow students to express themselves creatively through movement; building self-confidence and teamwork. This Agreement is effective September 2, 2025 through April 8, 2026.

Submitted by Dr. Gabriela Galvez-Reyna, Principal, Moffitt Elementary School
Referred to the Superintendent by Jim Wood, Executive Director, Student Support Services/Special Education

ICA docusign template.docx (1).pdf (374 KB)

Cultural Dance Instruction Contract.pdf (172 KB)

Administrative Content

Requisition Date:
Due Date:
Issued By: Jennifer G Sun
Requested By: Berenice Guzman
Suggested Vendor: 0000475259
GRACIELA AMANDA VEGA

Requisition Form

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT

Requisition No:
260000001779-7000000-1
Phase: Draft
Function: New

Internal Header Comments:

Shipping Location: NLM180

MOFFITT ELEMENTARY
13323 S. GOLLER AVE
NORWALK, CA 90650

CL No	COMM Code	Commodity Line Description	Qty	UOM	Unit Price	Tax Amt	Total Line Amt
1	64130000	CONTRACT	0.00		0.00	0.00	$7,200.00

Additional Commodity Information:
PER CONTRACT: TO PROVIDE MOFFITT ES WITH AFTER SCHOOL CULTURAL DANCE INSTRUCTION, EFFECTIVE 9/2/25 - 4/8/26
BOARD APPROVED ON 9/8/25

Subtotal:	$7,200.00
Freight:	$0.00
Tax:	$0.00
Total Amount:	$7,200.00

01.0-26000.0-19500-10000-5850-1800000 - $7,200.00

Docusign Envelope ID: 7174E83F-6BC3-4D6D-BBF7-522C6C6030E5

Original PO# 25-0152

AMENDMENT NO. 2
TO

Professional Service Agreement

The Agreement, dated July 1, 2024 between the Norwalk – La Mirada Unified School District and Vital Healthcare Inc. shall be amended as follows:

Increasing the contract/PO amount from $850,000.00 to $1,160,000.00 due to increased student needs. Also to cover the remainder of the life of the contract. This is a 2-year contract (2024 - 2026)

All other terms and conditions of the Agreement and any previous Amendments shall remain as approved by the Norwalk – La Mirada Unified School District on 08/18/2025.

CONTRACTOR:

Signature: Signed by: Taguhi Sogomonyan 69EE6F25EBF7490...
Title: President
Name: Taguhi Sogomonyan
Address: 701 N. Brand Blvd, Suite 850 Glendale, CA 91203
Phone Number: (818) 963-5648

DISTRICT:

Signature: DocuSigned by: Eduardo Santillan 4A7471EED8D484...
Asst. Superintendent Business Services
Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000
Date Approved 03/11/2026

docusign

Certificate Of Completion

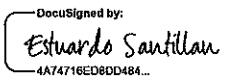
Envelope Id: 7174E83F-6BC3-4D6D-BBF7-522C6C6030E5
Status: Completed
Subject: Vital Healthcare Inc - 24-26 Professional Service Agreement - Amendment #2
Source Envelope:
Document Pages: 1
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Harmony J Gutierrez
HGutierrez@nlmusd.k12.ca.us
IP Address: 209.147.23.14

Record Tracking

Status: Original
1/16/2026 8:44:23 AM
Holder: Harmony J Gutierrez
HGutierrez@nlmusd.k12.ca.us
Location: DocuSign

Signer Events	Signature	Timestamp
Harmony J Gutierrez HGutierrez@nlmusd.k12.ca.us Educational Support Technician Special Education Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 1/16/2026 8:50:29 AM Viewed: 1/16/2026 8:50:39 AM Signed: 1/16/2026 9:00:49 AM
Jennifer Sun jsun@nlmusd.org 10/13/2025 Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 1/16/2026 9:00:50 AM Viewed: 1/20/2026 1:22:23 PM Signed: 1/20/2026 1:25:25 PM
Taguhi Sogomonyan tag@vitalnurseservices.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/20/2026 2:40:07 PM ID: 195d2012-b07e-466f-b667-85484c860b88	Signed by: Taguhi Sogomonyan 69EE6F25FBF7490... Signature Adoption: Pre-selected Style Using IP Address: 2603:8000:da01:11fd:a03b:b7d1:c216:deaa	Sent: 1/20/2026 1:25:26 PM Viewed: 1/20/2026 2:40:07 PM Signed: 1/20/2026 3:04:40 PM
Jennifer G Sun jsun@nlmusd.org 10/13/2025 Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 209.147.23.14	Sent: 1/20/2026 3:04:41 PM Viewed: 3/11/2026 9:56:35 AM Signed: 3/11/2026 9:56:59 AM

Signer Events	Signature	Timestamp
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None)	DocuSigned by:  4A74716ED8DD484... Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	Sent: 3/11/2026 9:57:00 AM Viewed: 3/11/2026 10:00:41 AM Signed: 3/11/2026 10:00:47 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/16/2026 8:50:29 AM
Certified Delivered	Security Checked	3/11/2026 10:00:41 AM
Signing Complete	Security Checked	3/11/2026 10:00:47 AM
Completed	Security Checked	3/11/2026 10:00:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Norwalk-La Mirada Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Norwalk-La Mirada Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsun@nlmusd.org

To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Norwalk-La Mirada Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jsun@nlmusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Norwalk-La Mirada Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Norwalk-La Mirada Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Norwalk-La Mirada Unified School District during the course of your relationship with Norwalk-La Mirada Unified School District.

Docusign Envelope ID: 5E6D683A-F58C-433E-89CD-1359CFDE6D7F

Original PO# 25-0152

AMENDMENT NO. 1
TO

Professional Service Agreement

The Agreement, dated July 1, 2024 between the Norwalk – La Mirada Unified School District and Vital Healthcare Inc. shall be amended as follows:

Increasing the contract/PO amount from $500,000.00 to $850,000.00 to cover the remainder of the life of the contract. This is a 2-year contract (2024 - 2026)

All other terms and conditions of the Agreement and any previous Amendments shall remain as approved by the Norwalk – La Mirada Unified School District on 5/20/2024.

CONTRACTOR:

Signature: Signed by: Taguhi Sogomonyan 89EE6F26FBF7490...
Title: President
Name: Taguhi Sogomonyan
Address: 701 N. Brand Blvd Ste 850
Glendale, CA 91203
Phone Number: (818) 254-8791

DISTRICT:

Signature: DocuSigned by: Estuardo Santillan 4A74716ED8DD484...
Asst. Superintendent Business Services
Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, California 90650
(562) 210-2000
Date Approved 08/18/2025

docusign

Certificate Of Completion

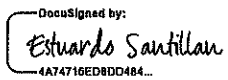
Envelope Id: 5E6D683A-F58C-433E-89CD-1359CFDE6D7F
Status: Completed
Subject: Vital Healthcare Inc - 24-26 Professional Service Agreement - Amendment
Source Envelope:
Document Pages: 1
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Harmony J Gutierrez
HGutierrez@nlmusd.k12.ca.us
IP Address: 209.147.23.14

Record Tracking

Status: Original
7/17/2025 3:51:05 PM
Holder: Harmony J Gutierrez
HGutierrez@nlmusd.k12.ca.us
Location: DocuSign

Signer Events	Signature	Timestamp
Harmony J Gutierrez hgutierrez@nlmusd.k12.ca.us Educational Support Technician Special Education Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Completed Using IP Address: 209.147.23.14	Sent: 7/17/2025 3:57:09 PM Viewed: 7/17/2025 3:57:40 PM Signed: 7/17/2025 4:02:54 PM
Jennifer Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Completed Using IP Address: 209.147.23.14	Sent: 7/17/2025 4:02:55 PM Viewed: 7/21/2025 4:10:00 PM Signed: 7/21/2025 4:10:16 PM
Taguhi Sogomonyan tag@vitalnurseservices.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/24/2025 8:38:42 AM ID: f92ddd73-d544-49ab-a7cc-8ce2f04b2740	Signed by: Taguhi Sogomonyan 69EE6F25FBF7490... Signature Adoption: Pre-selected Style Using IP Address: 2603:8000:da40:f7a3:14d:7ae5:e487:4919	Sent: 7/21/2025 4:10:17 PM Resent: 7/22/2025 9:11:34 AM Viewed: 7/24/2025 8:38:42 AM Signed: 7/25/2025 9:16:26 AM
Jennifer G Sun jsun@nlmusd.org Interim Superintendent Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Completed Using IP Address: 209.147.23.14	Sent: 7/25/2025 9:16:27 AM Viewed: 8/19/2025 9:48:33 AM Signed: 8/19/2025 9:48:49 AM

Signer Events	Signature	Timestamp
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None)	DocuSigned by:  4A74716ED8DD484...	Sent: 8/19/2025 9:48:51 AM Viewed: 8/19/2025 10:11:52 AM Signed: 8/19/2025 10:11:58 AM
	Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2025 3:57:09 PM
Certified Delivered	Security Checked	8/19/2025 10:11:52 AM
Signing Complete	Security Checked	8/19/2025 10:11:58 AM
Completed	Security Checked	8/19/2025 10:11:58 AM

Payment Events	Status	Timestamps

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Agenda Item Details

Meeting	Aug 18, 2025 - Board of Education Meeting
Category	16. CONTRACTS/AGREEMENTS $4,000.00 & OVER (CA)
Subject	I. Vital Healthcare Inc.
Access	Public
Type	Action (Consent)
Dollar Amount	350,000.00
Budget Source	As per PO #25-0152, Special Education
Recommended Action	Approve Amendment

Public Content

Amendment No. 1 to Professional Service Agreement with Vital Healthcare Inc. to increase the total contract value from $500,000 to $850,000 for the provision of individualized student support as included in students' Individualized Education Plans (IEPs). Amendment is for Year 2 of the 2-year contract. All other terms and conditions to remain as approved by the Board of Education on May 20, 2024.

Submitted and referred to the Superintendent by Jim Wood, Executive Director, Student Support Services/Special Education

Amendment Template - For Docusign.doc.pdf (231 KB)

Administrative Content

DocuSign Envelope ID: 50EF0BE6-0906-42B9-BB35-6BF8A33A51E2

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
AND
VITAL HEALTHCARE, INC.

THIS AGREEMENT ("Agreement"), effective July 1, 2024 ("Effective Date"), is between the NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT ("DISTRICT"), and VITAL HEALTHCARE, INC. ("CONSULTANT"), a California corporation (collectively, "PARTIES" or individually, "PARTY").

RECITALS

A. CONSULTANT represents that it is, and will continue to be for this Agreement's duration, a California corporation which employs or otherwise engages physicians, physician assistants, nurse practitioners, nurses, paramedics, phlebotomists, other medical personnel, and behavioral health personnel (collectively, "Staff") who are duly registered or licensed to practice their respective professions in the State of California.

B. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, Staff, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

C. CONSULTANT desires to furnish and perform, and/or cause to be furnished and performed, professional services for DISTRICT, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out, and/or cause to be provided, engaged in or carried out, the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, DISTRICT engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which DISTRICT and CONSULTANT have entered into this Agreement. DISTRICT and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

DocuSign Envelope ID: 50EF0BE6-0906-42B9-BB35-6BF8A33A51E2

2.0 TERM

2.1. This Agreement shall commence on July 1, 2024, for a term of two (2) years, unless otherwise terminated or suspended ("Term"). DISTRICT may also extend this Agreement, at its sole discretion, for three (3) additional terms of one (1) year each on the same terms and conditions as set forth in this Agreement, not to exceed five (5) years total.

3.0 SERVICES

3.1. **Scope of Work.**

(A) CONSULTANT shall provide the following services upon DISTRICT's request ("Scope of Work"): Nasal Naloxone (Narcan) program oversight, including initial training of DISTRICT staff and continued medical director oversight; School medical services, including hearing, vision and other health screenings for students, employees, officials, representatives, volunteers, and other persons as directed by the DISTRICT.

(1) Under the direction and guidance of DISTRICT, provide licensed nursing and medical staff services that may be required by DISTRICT to perform medical services for students, employees, agents, volunteers, and other personnel directly or indirectly affiliated with DISTRICT.

(2) On an "as needed" basis, and upon advance notice from the authorized representative of DISTRICT, provide appropriately licensed and trained medical Staff at DISTRICT facilities or other locations as directed by DISTRICT.

(B) DISTRICT shall provide CONSULTANT Staff with an adequate location and/or facilities, as well as incidental items such as tables and chairs, necessary for the administration of services set forth in subsection (A). DISTRICT will provide CONSULTANT with laptop(s) and internet connection for use by CONSULTANT Staff to register, log, and organize confidential data for services. CONSULTANT shall return laptop(s) to DISTRICT each day.

(C) DISTRICT will use good faith efforts to provide CONSULTANT a request for service at least twenty-four (24) hours in advance of the desired commencement time to ensure appropriate Staff are assigned in a timely manner.

3.2. **Written Authorization.**

(A) CONSULTANT shall not make changes to the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from DISTRICT.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) When the Scope of Work requires or permits DISTRICT's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that DISTRICT's review, approval, conditional approval, or disapproval:

(1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its services;

(2) Is not to be construed as a waiver of any breach, or acceptance by DISTRICT, of any responsibility— professional or otherwise— for the services or CONSULTANT's work product;

(3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and

(4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(D) Without additional compensation to CONSULTANT and at no cost to DISTRICT, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1 **Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a project manager. The project managers shall meet as needed to coordinate, review, and ensure CONSULTANT's performance under this Agreement. DISTRICT's project manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Staff.** CONSULTANT shall maintain a current list with the names, titles, and qualifications of its Staff who provide services under this Agreement. At any time, upon DISTRICT's request, CONSULTANT shall furnish that list to DISTRICT's project manager or a designee.

5.3. **Use of Agents or Assistants.** CONSULTANT may subcontract with or otherwise engage third parties ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between DISTRICT and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of DISTRICT. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the

employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the services under this Agreement. CONSULTANT shall provide the services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give DISTRICT the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

5.5. **Placement of Staff.** The PARTIES agree that the CONSULTANT is not an employment agency and this Agreement's intention is for temporary assignment of CONSULTANT Staff with DISTRICT, not permanent placement, nor employment of Staff with DISTRICT. CONSULTANT undergoes a rigorous human resources process to recruit and onboard highly qualified Staff to service various clients of CONSULTANT. In the event that DISTRICT procures the services of any Staff, Subconsultants or anyone employed directly or indirectly by CONSULTANT ("Hired Staff") outside the terms of this Agreement, including services that benefit District through a third-party agency or staffing company, beginning on the Effective Date until twelve (12) months after Hired Staff last provided services to DISTRICT, DISTRICT agrees to compensate CONSULTANT with a one-time placement payment ("Staff Placement Payment"). DISTRICT and CONSULTANT acknowledge that the Staff Placement Payment, as defined below, is fair compensation to CONSULTANT for the loss related to the financial and time investment associated with recruiting, training, and oversight of Hired Staff. Staff Placement Payment shall be calculated as eight (8) weeks of the prevailing hourly rate specified in Section 7.2 times forty (40) hours per week (8 x prevailing hourly rate x 40) of each Hired Staff.

5.6 **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

5.7 **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend, and hold harmless DISTRICT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to DISTRICT under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of DISTRICT. In performing the services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's

employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. DISTRICT is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 FACILITIES

6.1. CONSULTANT shall travel to DISTRICT work locations to provide services pursuant to this Agreement.

7.0 PAYMENT

7.1. Payment for services to be rendered under this Agreement will be determined on a fee-for-service basis.

7.2. Charges are set forth below and shall be itemized separately on the invoices:

(A) CONSULTANT will bill up to the dollar rates in the table below, per Staff hour, or a fraction thereof, for services requested by the DISTRICT. Notwithstanding anything to the contrary, the Base Rate will apply to all health office and specialty care roles, including all assignments that are door-to-door, ventilator care, during field trips or are after school. CONSULTANT will bill the LVN Discounted Rate below per Staff hour, or fraction thereof, for semester-long regular 1-on-1 special needs care coverage, covered by Staff that are LVN or LPN, where the coverage is at least one month in length and the placement of the Staff continues uninterrupted through the end of the semester from when DISTRICT makes a formal semester-long request in writing. The Staff assigned for the formal semester-long request may remain in their original assignment, may be changed to an alternate similar assignment, or may be substituted by a different Staff member. CONSULTANT will determine the distinction between specialty care and regular 1-on-1 special needs care roles.

Medical Staff (Base Rate)	95
Certified Nurse Assistant (CNA)/Medical Assistant (MA)	49
Licensed Vocational Nurse Discounted Rate	63
Behavioral Interventionist Specialist/Behavior Technician (BII/BT)	49
Board Certified Assistant Behavior Analyst (BCaBA)	69-79
Board Certified Behavior Analyst (BCBA)	99-124
Credentialed School Nurse (CSN)	115-124
School Psychologist	115-124

(B) Additional hour(s) of service over the eight (8) hour workday or forty (40) hour workweek for each Staff will be billed at an overtime rate of one- and one-half times (1.5x) the prevailing hourly rate specified

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in Section 7.2(A) per Staff hour, or a fraction thereof, as requested by an authorized representative of DISTRICT.

(C) In the event that DISTRICT requires the services of CONSULTANT on DISTRICT holidays, DISTRICT agrees to pay CONSULTANT a holiday rate of one- and one-half times (1.5x) the prevailing hourly rate per Staff specified in Section 7.2(A) per Staff hour, or a fraction thereof, for the first eight (8) hours of service. Any additional hour, or a fraction thereof, over the eight (8) hours will be billed at a holiday overtime rate of two- and one-quarter times (2.25x) the prevailing hourly rate specified in Section 7.2(A). DISTRICT holidays include but are not limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

(D) CONSULTANT will bill DISTRICT a minimum of eight (8) Staff hours for any request for service cancelled less than twenty-four (24) hours prior to the specified start time agreed upon by both PARTIES in advance.

(E) In the event DISTRICT makes a service request less than twenty-four (24) hours prior to its desired commencement time ("Short Notice Requests"), CONSULTANT will bill DISTRICT for a full eight (8) hour workday regardless of the actual length of the deployment, even if this service request is subsequently canceled by DISTRICT. Short Notice Requests incur an increase of twenty percent (20%) of fees listed in Section 7.2(A) through (F). In the event DISTRICT cancels a service request less than forty-eight (48) hours prior to its desired commencement time, CONSULTANT will bill DISTRICT for the full length of deployment originally scheduled. Notwithstanding anything to the contrary, rates related to Short Notice Requests are not eligible for the discounted rates in Section 7.2(A).

(F) Staff travel to DISTRICT designated location(s) will be reimbursed at the prevailing mileage rate based on the Internal Revenue Service Standard Mileage Rates.

(G) Time spent by CONSULTANT Staff for orientation and training will be billed at the prevailing hourly rate specified in Section 7.2(A) through (F). As required by California law, CONSULTANT is legally obligated to pay any staff their hourly pay rate equal to one additional hour of work for each meal and rest break the staff is required to stay on-site, at their designated placement locations, or on duty. CONSULTANT will bill DISTRICT one hour at the prevailing hourly rate specified in Section 7.2 (A) for each missed meal or rest break CONSULTANT is obligated to pay its staff.

(H) Provide audiometry and/or vision testing for students. CONSULTANT's rate for this service is comprised of the applicable Staff fees for the testing services, as defined in Section 7.2(A) through (G), plus Fifteen and 00/100 Dollars ($15.00) per audiometry test and Fifteen and 00/100 Dollars ($15.00) per vision test. For an additional fee, CONSULTANT will rent to DISTRICT required testing equipment for the audiometry and/or vision testing should the DISTRICT not have the required equipment available.

7.3. Except as set forth in Sections 7.1 and 7.2, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the services.

7.4. CONSULTANT may increase its rates at the beginning of each fiscal year by a percentage equal to the higher of 3% or the annual percentage change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area. If the annual percentage change in the CPI is 3% or less, the rates shall be increased by 3%.

7.5. If DISTRICT requires additional work not included in this Agreement, CONSULTANT and DISTRICT shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.6. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, city) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.7. **Invoices.** CONSULTANT shall submit invoices to DISTRICT for approval before receiving compensation. All invoices must include a summary of total costs.

8.0 AUDIT BY DISTRICT

8.1. During this Agreement's Term and for a period of twelve (12) months after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit DISTRICT or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide DISTRICT with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, DISTRICT.

9.2. **Ownership and Use.** CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product in performing the services under this Agreement, CONSULTANT represents that:

(1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or

(2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

9.4. **Confidentiality.** Both PARTIES shall not use any information obtained from the services performed in this Agreement for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without mutual agreement between DISTRICT and CONSULTANT, either PARTY shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the services or the work that DISTRICT assigns to CONSULTANT or to which CONSULTANT has access. Notwithstanding the foregoing, CONSULTANT may disclose the existence of this Agreement, its contents, and aggregated statistics regarding the services provided or any other information that may be required by law. CONSULTANT and DISTRICT shall maintain confidentiality of any protected health information that they each obtain and which is protected by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), or under similar California law, Protected Health Information (PHI).

10.0 CONFLICT OF INTEREST

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's Staff are not currently officers, agents, employees, representatives, or elected officials of DISTRICT;

(B) CONSULTANT will not employ or hire a DISTRICT officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) DISTRICT officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform DISTRICT about any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to DISTRICT, and during this Agreement's Term, CONSULTANT shall furnish DISTRICT with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements."

CONSULTANT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONSULTANT's fulfillment of any of its obligations under this Agreement or either PARTY's use of the work of any component or part thereof:

(A) Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 5,000 medical expenses
$1,000,000 personal & advertising injury
$2,000,000 general aggregate
$2,000,000 products/completed operations aggregate

(B) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONSULTANT's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.

Part A—Statutory Limits
Part B—$1,000,000/$1,000,000/$1,000,000 Employers Liability

(C) Errors & Omissions (Professional Liability) coverage with the following limits:

$1,000,000 per occurrence/$1,000,000 aggregate

(D) CONSULTANT, upon execution of this Agreement and periodically thereafter upon request, shall furnish DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name DISTRICT as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONSULTANT and shall be deemed included in CONSULTANT's obligations under this Agreement at no additional charge.

(E) Waiver of Subrogation. CONSULTANT hereby grants to DISTRICT entities, a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against DISTRICT, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. CONSULTANT shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

(F) The DISTRICT shall provide CONSULTANT a copy of its certificate of insurance, naming CONSULTANT as additional insured.

12.0 INDEMNITY

12.1 Notwithstanding any language to the contrary in this Agreement or any exhibit(s) to this Agreement, CONSULTANT shall indemnify DISTRICT and DISTRICT shall indemnify CONSULTANT as follows:

12.2 **General Indemnity**

(A) To the fullest extent allowed by the law, CONSULTANT shall indemnify and hold harmless DISTRICT against all liability, loss, damage and expenses (including reasonable attorney fees) that arises or may cause to arise by the gross negligence of CONSULTANT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it. To the fullest extent allowed by the law, DISTRICT shall indemnify and hold harmless CONSULTANT against all liability, loss, damage and expenses (including reasonable attorney fees) that arises or may cause to arise by the negligence of DISTRICT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it.

(B) This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the indemnitee(s), but shall

not apply to claims arising from the sole negligence or willful misconduct of the indemnitee(s).

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events (each an "Event of Default"):

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

(1) Provide or maintain enough properly trained Staff, or licensed Staff, or both, to perform the services that this Agreement requires;

(2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires; or

(B) CONSULTANT, or its Staff, or both— whether partially, fully, temporarily, or otherwise:

(1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order applicable to the performance of the services hereunder or otherwise in connection with this Agreement;

(2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;

(3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

(4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the services under this Agreement; or

(C) CONSULTANT:

(1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;

(2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement,

without notifying DISTRICT, or without DISTRICT's written authorization;

(3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying DISTRICT, or without DISTRICT's written authorization;

(4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) DISTRICT, or its Staff, or both—whether partially, fully, temporarily, or otherwise refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement; or if DISTRICT institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency proceeding.

13.2. **Notice of Default.** If an Event of Default has occurred, the non-defaulting PARTY may give written notice to the other PARTY specifying the Event of Default and the defaulting PARTY shall have thirty (30) days to remedy the Event of Default after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** If, within thirty (30) days after receiving a Notice of Default, the defaulting PARTY has not remedied the Event of Default, or if the defaulting PARTY does not commence steps to remedy the Event of Default to the other PARTY's reasonable satisfaction, the non-defaulting PARTY may exercise any one or more of the following remedies:

(A) In whole or in part and for any length of time, immediately suspend this Agreement until such time as the defaulting PARTY has remedied the Event of Default;

(B) The non-defaulting PARTY may immediately terminate the Agreement upon written notice to the defaulting PARTY;

(C) The non-defaulting PARTY may exercise any other legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking specific performance by the defaulting PARTY of all or any part of this Agreement; or

(2) Recovering damages resulting from the Event of Default; or

(D) The non-defaulting PARTY may pursue any other available lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, DISTRICT or CONSULTANT may terminate this Agreement at any time without cause and without liability upon sixty (60) days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. DISTRICT shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor DISTRICT has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with DISTRICT's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If DISTRICT or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4).

14.7. **Further Assurances.** Upon DISTRICT's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to DISTRICT and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of DISTRICT and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without DISTRICT's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed—whether in whole, in part, temporarily, or otherwise—under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without DISTRICT's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If DISTRICT consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.** Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT to perform the services under this Agreement.

14.11. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

(1) Personal delivery;

(2) U.S. mail, first class postage prepaid;

(3) "Certified" U.S. mail, postage prepaid, return receipt requested; or

(4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

(1) The date of personal delivery;

(2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;

(3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or

(4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, DISTRICT or CONSULTANT may change the place, or facsimile number, for giving notice.

DISTRICT: Norwalk-La Mirada Unified School District
Attn:

12820 Pioneer Blvd
Norwalk, CA 90650
Tel. No. (562) 210-2000

CONSULTANT: Vital Healthcare, Inc.
Attn: Taguhi Sogomonyan
President
701 North Brand Blvd., Suite 850
Glendale, CA 91203
Tel. No. (818) 963-5648
Fax. No. (818) 582-8207

14.12. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.5, 5.6, 5.7, 5.8, 5.9, 7.1, 7.6, 8.1, 9.1, 9.2, 9.3, 9.4, 11.1, 12.1, 12.2, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.11 survive this Agreement's expiration, cancellation, or termination.

14.13. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.14. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document.

14.15. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

DISTRICT:

DocuSigned by:
By: Estuardo Santillan 05/20/2024
4A74746EC9DD484...
Estuardo Santillan
Assistant Superintendent
Business Services

CONSULTANT:

By: _____
Taguhi Sogomonyan
President

01.0-65000.0-50010-21100-43000-6900000
Not To Exceed: $500,000.00

DocuSign

Certificate Of Completion

Envelope Id: 50EF0BE6090642B9BB356BF8A33A51E2
Status: Completed
Subject: Vital Nurse Services - 24-25 Professional Services Agreement - 2024.07....
Source Envelope:
Document Pages: 17
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Harmony J Gutierrez
AutoNav: Enabled
HGutierrez@nlmusd.k12.ca.us
EnvelopeId Stamping: Enabled
IP Address: 209.147.23.14
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
5/6/2024 1:18:56 PM
Holder: Harmony J Gutierrez
HGutierrez@nlmusd.k12.ca.us
Location: DocuSign

Signer Events	Signature	Timestamp
Harmony J Gutierrez hgutierrez@nlmusd.k12.ca.us Educational Support Technician Special Education Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Completed Using IP Address: 209.147.23.14	Sent: 5/6/2024 1:22:12 PM Viewed: 5/6/2024 1:22:30 PM Signed: 5/6/2024 1:24:33 PM
Jennifer G Sun jsun@nlmusd.org Asst. Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Completed Using IP Address: 209.147.23.14	Sent: 5/6/2024 1:24:35 PM Viewed: 5/7/2024 11:19:23 AM Signed: 5/7/2024 11:22:19 AM
kristine Cvar KCvar@nlmusd.k12.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/22/2024 8:54:05 AM ID: b1cdd497-503e-4d03-8159-37214f81739c	Completed Using IP Address: 209.147.23.14	Sent: 5/7/2024 11:22:21 AM Viewed: 5/8/2024 11:00:06 AM Signed: 5/8/2024 11:00:11 AM
Jennifer G Sun jsun@nlmusd.org Asst. Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Completed Using IP Address: 209.147.23.14	Sent: 5/8/2024 11:00:12 AM Viewed: 5/8/2024 11:02:44 AM Signed: 5/8/2024 11:05:18 AM
Jennifer Sun jsun@nlmusd.org Asst. Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Completed Using IP Address: 209.147.23.14	Sent: 5/8/2024 11:12:41 AM Viewed: 5/22/2024 10:17:41 AM Signed: 5/22/2024 10:17:53 AM

Signer Events	Signature	Timestamp
Estuardo Santillan esantillan@nlmusd.org Assistant Superintendent Business Services Norwalk-La Mirada Unified School District Security Level: Email, Account Authentication (None)	DocuSigned by:  4A747165D8DD484...	Sent: 5/8/2024 11:05:19 AM Resent: 5/22/2024 10:17:55 AM Viewed: 5/22/2024 11:26:10 AM Signed: 5/22/2024 11:26:16 AM
	Signature Adoption: Pre-selected Style Using IP Address: 209.147.23.14	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Taguhi Sogomonyan tag@vitalnurseservices.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/22/2024 11:26:18 AM Viewed: 5/22/2024 11:56:36 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2024 1:22:12 PM
Envelope Updated	Security Checked	5/8/2024 11:04:47 AM
Envelope Updated	Security Checked	5/8/2024 11:04:47 AM
Envelope Updated	Security Checked	5/8/2024 11:12:40 AM
Envelope Updated	Security Checked	5/8/2024 11:12:40 AM
Envelope Updated	Security Checked	5/8/2024 11:12:40 AM
Envelope Updated	Security Checked	5/8/2024 11:12:40 AM
Certified Delivered	Security Checked	5/22/2024 11:26:10 AM
Signing Complete	Security Checked	5/22/2024 11:26:16 AM
Completed	Security Checked	5/22/2024 11:26:18 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Norwalk-La Mirada Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Norwalk-La Mirada Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsun@nlmusd.org

To advise Norwalk-La Mirada Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jsun@nlmusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Norwalk-La Mirada Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jsun@nlmusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Norwalk-La Mirada Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jsun@nlmusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Norwalk-La Mirada Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Norwalk-La Mirada Unified School District during the course of your relationship with Norwalk-La Mirada Unified School District.

Agenda Item Details

Meeting	May 20, 2024 - Board of Education Study Session
Category	11. CONTRACTS/AGREEMENTS OVER $4,000 (CA)
Subject	B. Vital Healthcare, Inc.
Access	Public
Type	Action (Consent)
Dollar Amount	500,000.00
Budget Source	01.0-65000.0-50010-31400-5850-6900000, Special Education
Recommended Action	Approve and authorize execution of Agreement.

Public Content

Professional Services Agreement with Vital Healthcare, Inc. to provide Nasal Naloxone (Narcan) program oversigt, including initial training of District staff and continued medical director oversight. This Agreement is effective July 1, 2024 for a term of two (2) years. District may also extend this Agreement for three (3) additional terms of one (1) year each on the same terms and conditions as set for in this Agreement, not to exceed five (5) years total.

Submitted by Maricela Lopez-Harvin, Interim Executive Director, Special Education
Referred to the Board of Education by Dr. Kristine Cvar, Assistant Superintendent Educational Services, Elementary

Vital Nurse Services - 24-25 Professional Services Agreement - 2024.07.01.pdf (361 KB)

Administrative Content

Requisition Date: 07/01/2024
Due Date:
Issued By: Jennifer G Sun
Requested By: Harmony J Gutierrez
Suggested Vendor: 0000413733
VITAL HEALTHCARE INC.

Requisition Form

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Requisition No:
250000000090-7000000-1
Phase: Pending
Function: New

Internal Header Comments:

Shipping Location: NLM777
NLMUSD (WAREHOUSE)
12820 PIONEER BLVD
NORWALK, CA 90650

CL No	COMM Code	Commodity Line Description	Qty	UOM	Unit Price	Tax Amt	Total Line Amt
1	64130000	CONTRACT	0.00		0.00	0.00	$500,000.00

Additional Commodity Information:
PER CONTRACT: TO PROVIDE NASAL NALOXONE (NARCAN) PROGRAM OVERSIGHT, INCLUDING INITIAL TRAINING OF DISTRICT STAFF AND CONTINUED MEDICAL DIRECTOR OVERSIGHT.
EFFECTIVE 7/1/24 - 6/30/26
DISTRICT MAY ALSO EXTEND THIS AGREEMENT FOR 3 ADDITIONAL TERMS OF 1 YEAR EACH ON THE SAME TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT, NOT TO EXCEED 5 YEARS TOTAL.
BOARD APPROVED ON 5/20/24

Subtotal:	$500,000.00
Freight:	$0.00
Tax:	$0.00
Total Amount:	$500,000.00

01.0-65000.0-50010-31400-5850-6900000 - $500,000.00

Docusign Envelope ID: FE9CE375-A448-43D0-BBBF-7CBD676953EB

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated 03/18/2026, by and between Dance Arts Academy, hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:

   Arts Enrichment classes, performance and rehearsals of Ballet Folklorico for Dolland Elementary School.

   as outlined in the attached Price quote dated March 17, 2026. Initial SI

2. The Contractor will commence providing services under this AGREEMENT on March 26th, 2026 and will diligently perform, as required, and complete performance by June 30, 2026. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. Initial SI
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $8,400.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. Initial SI
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

Docusign Envelope ID: FE9CE375-A448-43D0-BBBF-7CBD676953EB

8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:		**DISTRICT:**	
Signature	Signed by: Sakina Ibrahim 34BE55F3B5874E2...	Signature	
Title	Executive Director		
Name	Sakina Ibrahim		Norwalk-La Mirada USD
Address	165 Cozumel Laguna Beach,CA 92651		12820 Pioneer Boulevard Norwalk, California 90650
Phone Number	9499297966		(562) 210-2000
		Date Approved	

FOR INTERNAL USE

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

01.0-26000.0-19500-10000-5810-1100000

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☒ Yes ☐ No

Revised March 2024

Docusign Envelope ID: FE9CE375-A448-43D0-BBBF-7CBD676953EB

Dance Arts Academy
United States
contact@danceartsacademyoc.org

Price Quote: #0000008
Issued on: Mar 17, 2026
Expiry Date: Mar 27, 2026

Dolland Elementary Quote 2026

Dolland Elementary School
lvernon@nlmusd.k12.ca.us

Product or Service	Quantity	Price	Line Total
Arts Enrichment Class 1 Arts Enrichment Classes - Ballet Folklorico 1hr (up to 20 students) Feb 2026 - May 2026	10	$375.00	$3,750.00
Arts Enrichment Class 2 Arts Enrichment Classes -Ballet Folklorico 1hr (up to 20 students) Feb 2026 - May 2026	10	$375.00	$3,750.00
Teaching Artist Meetings	1	$250.00	$250.00
Culmination Performance and Rehearsals	1	$650.00	$650.00

Subtotal $8,400.00

Total Price: **$8,400.00**

elite STAGE and LIGHTING — DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**.

EVENT SERVICES SELECTED BY CLIENT

The CLIENT hereby engages **ESL,** in the form of **Mike Johnson or Associate Employees,** to provide: Graduation Services.
ESL will provide **the CLIENTS** selected music and professional equipment **(Including: Please see Schedule of Services)** for **the CLIENT's Benton Middle School, Hutchinson Middle School & La Mirada High School Graduation 2026**
It will take place on **Thursday June 4th, 2026 9:00AM – 10:00AM, 11:00AM-12:00PM & 7:00PM – 9:00PM, Respectively**

Located at the following: **La Mirada High School Stadium**
The CLIENT has secured our services from: **(Please see Schedule of Services, Page 3-5)**
Set Up & Strike Times:

Structure set up 5/30/26 7-8AM & Stage Set Up 6/3/26 7-8:00AM to completion; Strike All 6/5/26 7:00AM
Generator set up 6/3/26 9AM; Strike 6/5/26 9AM
Audio Set Up 6/3/26 3PM to Completion
LED Wall Structures Set Up 6/3/26 3PM & Panels set up 6/4/26 12:00PM to 4:00PM; Strike 6/4/26 9:00PM
Live Stream set up 6/4/26 1:00PM; Set by 4PM; Strike 6/4/26 9:00PM

The CLIENT agrees to pay **ESL $80,627.00** for all of the above services offered and provided to **the CLIENT** by **ESL** leading up to and on the date and time of the event as stated above. Any additional time will be an additional hourly fee of **$1,200.00**. A non-refundable first payment, for services rendered in preparation of the event, and to secure the services of **ESL** for the date and time as stated above, shall be paid to **Elite Stage and Lighting, Inc.** by **the CLIENT** in the amount of **$40,313.50**.

AGREEMENTS MADE BY ELITE STAGE AND LIGHTING (ESL) & CLIENT (The CLIENT)

1. **ESL** will arrive no later than (1-2) hours prior to start time and sound check.
2. **ESL** will require at least (8-24) hours for Set up and up (4-48) hours for tear-down of equipment. TBD
3. **ESL** will dress in requested attire or company shirt and jeans.
4. **ESL** will meet with **the CLIENT** for final planning meeting if requested by **the CLIENT**.
5. Payments are non-refundable, but may be transferred to another party in case event is canceled.
6. First payments may be refunded only if **ESL** should cancel with **the CLIENT** for some other reason than what is stated in agreement's (11 and 12).
7. Contract must be received signed within seven **(5)** business days of Contract Receipt. Failure to do so may result in the loss of your booking reservation or change in pricing based on availability and demand.
8. If **the CLIENT** should cancel this event for any reason within **(90)** days prior to event date, the client shall be responsible for the entire value of contract**.** Any payments received for said event may be transferred to another party or date within **(30)** Days, provided said new date is acceptable and available to **ESL.** However, the fee set forth will be pursuant to **ESL's** existing rate schedule, which may increase in the future, due to limited availability and increased demand**.**
9. The balance must be paid in full, in the form of school check before the setup of equipment.
10. **ESL** will charge $**75.00** for all returned checks.
11. **ESL** agrees to furnish, and client agrees to accept, any appropriate performing personnel or sub-contracted talent as a replacement for contracted services due to illness, travel related, or other unforeseen emergencies with attempted notification prior to said event.
12. **ESL** reserves the right to cancel performance without any refund if the talent or agent determines at his or her sole discretion that there is a threat of harm to his or her person and/or possibility of damage to equipment before or during the described event.
13. Unless there is a breach of this Agreement by **ESL**, [Breach being defined as: No Show, Bait & Switch, or Non-Adherence to **ESL** Company Standards; with the exception of agreements (11 and 12)] the maximum amount of damages that can be awarded to **the CLIENT** shall be the total amount paid to **ESL** by **The Client** for said event.
14. **The CLIENT** accepts full responsibility for the safety, **over-night security**, protection and proper use of all **ESL** equipment involved. Unless damages or losses occur directly by the sole negligence of any **ESL** employee or agent, **The CLIENT** agrees that it shall be responsible for the replacement value without deduction for depreciation for any equipment that is damaged. **The CLIENT** shall also be responsible to **ESL** for any "loss of use" damages that **ESL** might incur.

TERMS CONTINUED .... See Event and Information Sheet on Page 2

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

TERMS CONTINUED ....

15. **HOLD HARMLESS:** Unless damages, injuries, death or loss are caused directly by the sole negligence of any **ESL** employee or agent, it is agreed between the parties that **The CLIENT** agrees to defend, indemnify and hold harmless **ESL** and its affiliated companies, owners, officers, directors and employees from any and all claims.

16. **INDEMNIFICATION:** Each party (as the case may be, the "Indemnifying Party") hereby agrees to indemnify and defend the other, its parent, successor(s), agents, and employees for occurrences arising out of its performance of this agreement (but only in proportion to its respective liability), and to hold the other party, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees and court costs) arising out of any breach of this agreement by the Indemnifying Party, or claims for injury or damages by third parties that result from the negligent or wrongful acts or omissions of the Indemnifying Party, its officers, employees, or agents.

17. **FORCE MAJEURE:** The performance of this Agreement is subject to termination without liability or liquidated damages upon the occurrence of any circumstance beyond the control of either party - such as acts of God, war, acts of terrorism, government regulations or restrictions, pandemic, epidemic, disaster, strikes, civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible for the parties to proceed with the events. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical.

18. **INTEGRATION CLAUSE**: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This document can only be amended or modified by a written document executed and signed by **ESL** and **the CLIENT**.

19. **WARRANTY OF USED EQUIPMENT**: Although **ESL** makes every effort to insure the safe and proper functionality of used equipment before each event, we make "no warranty" for possible equipment failure. Should any equipment fail during the duration of services, **ESL** will make every reasonable effort to replace or repair such equipment.

20. **The CLIENT** understands that all music, information and other materials (ie. Banners, Event Itineraries, etc.) must be received by **ESL** no later than two (2) weeks prior to said event.

21. Any photos or videos taken by **ESL** may be used for the expressed purposes of marketing our services, and **ESL** has been given the expressed permission by **The CLIENT** and acknowledges there will be no compensations for such use.

22. If any portion of this contract becomes unenforceable or invalid under applicable law, the remainder of this agreement shall remain in full.

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245 **Contract No. 060426 La Mirada**

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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elite STAGE and LIGHTING — DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**

LA MIRADA HIGH SCHEDULE OF SERVICES

Graduation Notes:
Benton Middle School Graduation June 4th , 2026 9:00AM – 10:00AM; Hutchinson Middle School 11:00AM – 12:00AM
La Mirada High School Graduation June 4th, 2026 7:00PM – 9:00PM

Stage & Structure System

1. Main Stage (16' Deep x 32' Wide x 3'High)		4,090.00
Includes:		
a. (16) 4'x8' Stage Decks to create 16'x32'x3' High Stage		
b. (12) Stage Guard Rails		
c. (2) 4' Wide Stair & Railings		
d. (4) 17' Long x 48"Tall Black Pleated Skirts		
2. Truss Structure 19' High x 51' Wide -		5,400.00
3. (12) 18' High Black Velour Drape for Structure		1,080.00
4. (2) Satellite Stage (8' Deep x 8' Wide x24" High) $1,100ea.		2,200.00
Each Stage Includes:		
a. (2) 4'x8' Stage Decks to create 8'x8'x30" High Stage		
b. (4) Stage Guard Rails		
c. (2) 4' Wide Stair & Railings		
d. (2) 17' Long x 36" Tall Black Pleated Skirts		
5. (32) LED Truss Light in school color $55ea.		1,760.00
6. Main Stage & Satelite Stage Reconditioning & Painting	~~300.00~~	No Charge
7. Hanging of School Banners $500/ Graduation x2	~~1,000.00~~	500.00
Stage & Structure Sub Total		*15,030.00*

Audio System

8. (1) Line-Array System (3-4 Top Cabinets & 2 Bass Bottom on Stage Left & Right)		14,087.00
Also Includes:		
a. (2) Stage Monitors		
b. (4) Line-Array Top Cabinet Stacks		
i. Vistor Bleachers – (2) 2-3 Top Cabinet Stack, placed at 30 yard lines		
ii. Home Bleachers – (2) 2-3 Top Cabinet Stack, placed at 30 yard lines		
c. Mic Package:		
i. (2) Hand Held For Announcers		
ii. (2) Podium Mics, Anthem & Announcers		
iii. (4) Mics for Band as needed		
iv. (4) Mics for Chior as needed		
d. All 3 Phase Power Distribution		
Audio Sub Total		*14,087.00*

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** _____

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

2/26/26

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**

LA MIRADA HIGH SCHEDULE OF SERVICES

Live Stream Video System

Services Include items 1 - 5:

9. 3-camera live webcast package with output to on-site LED walls — **Discounted ~~8,200.00~~** — 7,900.00
   a. (1) Live video director with Tricaster HD switcher, graphics, video playback, recording, and multi-output (LED wall separate from webcast if needed)
   b. (1) Robocam operator with control surface
   c. Ai Closed Captions (On line Only)
   d. 3 robotic PTZ cameras on pedestals. 20x lens with full remote capabilities.
      - 30 yd / 60' ideal throw to podium (waist-up), 50yd max throw to graduate (head-to-toe)
      - All cameras hard-wired together (nothing wireless)
      - Grass staple all lines if allowed or Tape all lines as allowed (sometimes grass staples not allowed on turf)
      - Insertion of school-provided opening graphics (JPGs or PPTs) and any video(s) (ie. congratulations, awards, factoids, safety info to LED walls)
      - Audio integration from event sound board (add in one "audience ambiance" mic live for on-site sounds to webcast)
      - Live webcast to web page provided by ESL or embeddable player provided to client for their web site, syndicate to up to 2 more sites if client desires (ie. YouTube and Facebook)
      - Cellular-bonded live webcast via LiveU network for total stability and 3-legged redundancy. **On-site house internet line preferred, NOT REQUIRED.**
   e. 8'x8' video village setup
   f. Video recording on USB or emailed link to client within 24 hours following event.
      - **RECORDING** of each graduation is done live while it is being streamed. The exact production that is streamed is being copied for each client/High School. This recording will be available the day after each graduation. The only exception is for any gross errors on the production teams' side. In which case, an edit will be provided ASAP. We do not anticipate errors requiring any such edits.
   g. Same-day on-site setup 3-4 hours before showtime
   h. All Power Sources Provided by the CLIENT if not already included in existing ESL Production Contracts

10. Wireless HD ENG camera with operator to walk around and get shots of students entering, band, etc. — 1,800.00

11. Live Stream (Air Cleaner) Video processing filter with 10 second delay protection — 2,750.00
    a. Allows for response time of video operator
    b. Buffer/delay allows time confuse /garble language and blur screen of in appropriate behavior
    c. Viewing audience will hear gabled language and see a blurred screen until cameras are redirected and cameras views are changed

12. Labor & Trucking Built in Price — Included

Live Stream Sub Total — *12,450.00*

LED Wall Video System — 22,975.00

13. (2) 9x16 LED Walls Set on Truss Structure Arches 17' High x 20' Wide
    - LED Structures & Panels set up the morning
    - of each graduation.
    - All supports Provided
    - All power Distribution Provided

14. Labor (3) Stage Hand (3) Video Technician (1) LED Wall Manager, Built in Price

LED Wall Sub Total — *22,975.00*

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** _____

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**

LA MIRADA HIGH SCHEDULE OF SERVICES

Labor, Labor Schedule, Power, Trucking

****Labor Set Up Times**

15. Structure Set Up Labor 5/30/26 7-8AM-Completion — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

16. Stage Set Up Labor 6/3/26 7-8AM-Completion — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

17. AUDIO Set Up Labor 6/3/26 3:00PM - Completion — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

18. LED Wall Structure Set up 6/3/26 3PM-6PM; LED Panels 6/4/26 12PM Ready by 4:00PM — Included

19. Live Stream Set Up 6/4/26 1PM Ready by 4:00PM Strike 9PM — Included

****Labor Strike Times**

20. Stage Strike Labor 6/5/26 7AM TBD (5 Stage Hands @ $350 Flat Rate 5hr day minimum, OT , Hotels & Per Diems) — 1,750.00

21. Structure Strike Labor 6/5/26 7AM TBD (5 Stage Hands @ $350 Flat Rate 5 hr day minimum, OT , Hotels & Per Diems) — 1,750.00

22. AUDIO Strike (4 Stage Hands @ $350 Flat Rate 5 hr day minimum, OT , Hotels & Per Diems) ~~1,400.00~~ Included
    Audio Strike 6/4/26 Aprox 9:00PM, TBD

23. LED Wall Strike 6/4/26 9:00PM — Included

24. Stage Manager during Graduation x 1 day (La Mirada HS Graduation 4PM – 9PM) $660/day — 660.00

25. Rehersal/ Processional Practice and Formal Sound Checks — Included
    Labor June 4th

Graduation Benton Middle School @ 9:00AM – 10:00AM; Hutchinson Middle School 11:00AM-12:00PM
7:00AM Power On; 7:30AM Production Team Ready with (1) Podium and (2) Reader Mics
Notes: 9:00AM Rehersal/Processional Practice
Special Musical Numbers TBD
Band Stage SideTBD, Chior Stage Side TBD,
Audio Files TBD for Seating Processional and Recessinal TBD

Graduation La Mirada High School @ 7:00PM – 9:00PM
4:00PM Power On and Production Team Ready with Mics TBD
Notes: Rehersal/Processional Practice TBD
Special Musical Numbers TBD
Band Stage SideTBD, Chior Stage Side TBD,
Audio Files TBD for Seating Processional and Recessinal TBD

26. 45K Event Generator, Diesel Fuel, 30 Cable Ramps — 2,450.00
    Delivered June 3nd Aprox. 3:00PM and Pick up June 5th Aprox. 9:00AM TBD

27. (3) Trucks with Drivers & Fuel for 2 days@$575/day ~~3,450.00~~ 2,875.00

Labor, Trucking, Power Sub Total *16,085,00*

GRAND TOTAL 80,627.00

On Site/Overnight Security Provided by Client Required

Client Address: 12820 Pioneer Blvd., Norwalk, CA 90650 Gmitchell@nlmusd.org
Office Phone: (562) 210-2000 Fax (562)____-____ Direct Phone: (562) 210-2182

Client Signature: _____ **ESL Signature :** _____ 2/26/26

Estuardo Santillan Date — Assistant Superintendent, Business Services

Mike Johnson, Owner **Date** — ESL Owner

Payment Invoice

NMLUSD Graduations 2026
La Mirada High School

Client: **Norwalk-La Mirada Unified School District**
Event date: June 4, 2026
Time : Refer to contract
Location : La Mirada High School Stadium, La Mirada CA

Contract No. 060426 La Mirada
PO No. _____

Contracted Balance	$80,627.00
First Payment Requested	(40,313.50)
Requested Final Balance Due on or before 6/04/26	$40,313.50
Current Outstanding Balance	$80,627.00

Please mail all contracts and first payments to:

Elite Stage and Lighting, Inc.
15225 Matisse Cir.
La Mirada, CA 90638

Thank You For Your Business

Please make all checks payable to Elite Stage and Lighting, Inc.
Toll Free 866-267-7357
www.EliteSL.com

elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**.

EVENT SERVICES SELECTED BY CLIENT

The CLIENT hereby engages **ESL,** in the form of **Mike Johnson or Associate Employees,** to provide: Graduation Services.
ESL will provide **the CLIENTS** selected music and professional equipment **(Including: Please see Schedule of Services)** for **the CLIENT's Corvallis Middle School, Los Alisos Middle School & Norwalk High School Graduation 2026**
It will take place on **Wednesday June 3rd, 2026 8:30AM – 9:30AM, 11:00AM-12:00PM & 7:00PM – 9:00PM, Respectively**

Located at the following: **Norwalk High School Stadium**
The CLIENT has secured our services from: **(Please see Schedule of Services, Page 3-5)**
Set Up & Strike Times:

Structure set up 5/25/26 7-8AM & Stage Set Up 5/31/26 7-8:00AM to completion; Strike All 6/4/25 5:00PM
Generator set up 6/2/26 9AM; Strike 6/4/26 9AM
Audio Set Up 6/2/26 9AM to Completion
LED Wall Structures Set Up 6/2/26 5PM & Panels set up 6/3/26 12:00PM to 4:00PM; Strike 6/3/26 9:00PM
Live Stream set up 6/3/26 1:00PM; Set by 4PM; Strike 6/3/26 9:00PM

The CLIENT agrees to pay **ESL $80,627.00** for all of the above services offered and provided to **the CLIENT** by **ESL** leading up to and on the date and time of the event as stated above. Any additional time will be an additional hourly fee of **$1,200.00**. A non-refundable first payment, for services rendered in preparation of the event, and to secure the services of **ESL** for the date and time as stated above, shall be paid to **Elite Stage and Lighting, Inc.** by **the CLIENT** in the amount of **$40,313.50**.

AGREEMENTS MADE BY ELITE STAGE AND LIGHTING (ESL) & CLIENT (The CLIENT)

1. **ESL** will arrive no later than (1-2) hours prior to start time and sound check.
2. **ESL** will require at least (8-24) hours for Set up and up (4-48) hours for tear-down of equipment. TBD
3. **ESL** will dress in requested attire or company shirt and jeans.
4. **ESL** will meet with **the CLIENT** for final planning meeting if requested by **the CLIENT**.
5. Payments are non-refundable, but may be transferred to another party in case event is canceled.
6. First payments may be refunded only if **ESL** should cancel with **the CLIENT** for some other reason than what is stated in agreement's (11 and 12).
7. Contract must be received signed within seven **(5)** business days of Contract Receipt. Failure to do so may result in the loss of your booking reservation or change in pricing based on availability and demand.
8. If **the CLIENT** should cancel this event for any reason within **(90)** days prior to event date, the client shall be responsible for the entire value of contract**.** Any payments received for said event may be transferred to another party or date within **(30)** Days, provided said new date is acceptable and available to **ESL.** However, the fee set forth will be pursuant to **ESL's** existing rate schedule, which may increase in the future, due to limited availability and increased demand**.**
9. The balance must be paid in full, in the form of school check before the setup of equipment.
10. **ESL** will charge **$75.00** for all returned checks.
11. **ESL** agrees to furnish, and client agrees to accept, any appropriate performing personnel or sub-contracted talent as a replacement for contracted services due to illness, travel related, or other unforeseen emergencies with attempted notification prior to said event.
12. **ESL** reserves the right to cancel performance without any refund if the talent or agent determines at his or her sole discretion that there is a threat of harm to his or her person and/or possibility of damage to equipment before or during the described event.
13. Unless there is a breach of this Agreement by **ESL**, [Breach being defined as: No Show, Bait & Switch, or Non-Adherence to **ESL** Company Standards; with the exception of agreements (11 and 12)] the maximum amount of damages that can be awarded to **the CLIENT** shall be the total amount paid to **ESL** by **The Client** for said event.
14. **The CLIENT** accepts full responsibility for the safety, **over-night security**, protection and proper use of all **ESL** equipment involved. Unless damages or losses occur directly by the sole negligence of any **ESL** employee or agent, **The CLIENT** agrees that it shall be responsible for the replacement value without deduction for depreciation for any equipment that is damaged. **The CLIENT** shall also be responsible to **ESL** for any "loss of use" damages that **ESL** might incur.

TERMS CONTINUED .... See Event and Information Sheet on Page 2

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**
Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

A Professional Production Company **15225 Matisse Cir., La Mirada, CA 90638** **Office (866) 267-7357 Cell (909) 496-6281**

TERMS CONTINUED ....

15. **HOLD HARMLESS:** Unless damages, injuries, death or loss are caused directly by the sole negligence of any **ESL** employee or agent, it is agreed between the parties that **The CLIENT** agrees to defend, indemnify and hold harmless **ESL** and its affiliated companies, owners, officers, directors and employees from any and all claims.

16. **INDEMNIFICATION:** Each party (as the case may be, the "Indemnifying Party") hereby agrees to indemnify and defend the other, its parent, successor(s), agents, and employees for occurrences arising out of its performance of this agreement (but only in proportion to its respective liability), and to hold the other party, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees and court costs) arising out of any breach of this agreement by the Indemnifying Party, or claims for injury or damages by third parties that result from the negligent or wrongful acts or omissions of the Indemnifying Party, its officers, employees, or agents.

17. **FORCE MAJEURE:** The performance of this Agreement is subject to termination without liability or liquidated damages upon the occurrence of any circumstance beyond the control of either party - such as acts of God, war, acts of terrorism, government regulations or restrictions, pandemic, epidemic, disaster, strikes, civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible for the parties to proceed with the events. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical.

18. **INTEGRATION CLAUSE**: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This document can only be amended or modified by a written document executed and signed by **ESL** and **the CLIENT**.

19. **WARRANTY OF USED EQUIPMENT**: Although **ESL** makes every effort to insure the safe and proper functionality of used equipment before each event, we make "no warranty" for possible equipment failure. Should any equipment fail during the duration of services, **ESL** will make every reasonable effort to replace or repair such equipment.

20. **The CLIENT** understands that all music, information and other materials (ie. Banners, Event Itineraries, etc.) must be received by **ESL** no later than two (2) weeks prior to said event.

21. Any photos or videos taken by **ESL** may be used for the expressed purposes of marketing our services, and **ESL** has been given the expressed permission by **The CLIENT** and acknowledges there will be no compensations for such use.

22. If any portion of this contract becomes unenforceable or invalid under applicable law, the remainder of this agreement shall remain in full.

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245 **Contract No. 060326 Norwalk** Page 2 of 5

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Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT"**.

NORWALK HIGH SCHEDULE OF SERVICES

Graduation Notes:
Corvallis Middle School Graduation June 3rd, 2026 8:30AM – 9:30AM; Los Alisos Middle School 11:00AM – 12:00AM
Norwalk High School Graduation June 3rd, 2026 7:00PM – 9:00PM

Stage & Structure System

1. Main Stage (16' Deep x 32' Wide x 3'High) — 4,090.00
   Includes:
   a. (16) 4'x8' Stage Decks to create 16'x32'x3' High Stage
   b. (12) Stage Guard Rails
   c. (2) 4' Wide Stair & Railings
   d. (4) 17' Long x 48"Tall Black Pleated Skirts
2. Truss Structure 19' High x 51' Wide - 5,400.00
3. (12) 18' High Black Velour Drape for Structure — 1,080.00
4. (2) Satellite Stage (8' Deep x 8' Wide x24" High) $1,100ea. — 2,200.00
   Each Stage Includes:
   a. (2) 4'x8' Stage Decks to create 8'x8'x30" High Stage
   b. (4) Stage Guard Rails
   c. (2) 4' Wide Stair & Railings
   d. (2) 17' Long x 36" Tall Black Pleated Skirts
5. (32) LED Truss Light in school color $55ea. — 1,760.00
6. Main Stage & Satelite Stage Reconditioning & Painting — ~~300.00~~ No Charge
7. Hanging of School Banners $500/ Graduation x2 — ~~1,000.00~~ 500.00

Stage & Structure Sub Total *15,030.00*

Audio System

8. (1) Line-Array System (3-4 Top Cabinets & 2 Bass Bottom on Stage Left & Right) — 14,087.00

   Also Includes:
   a. (2) Stage Monitors
   b. (4) Line-Array Top Cabinet Stacks
      i. Vistor Bleachers – (2) 2-3 Top Cabinet Stack, placed at 30 yard lines
      ii. Home Bleachers – (2) 2-3 Top Cabinet Stack, placed at 30 yard lines
   c. Mic Package:
      i. (2) Hand Held For Announcers
      ii. (2) Podium Mics, Anthem & Announcers
      iii. (4) Mics for Band as needed
      iv. (4) Mics for Chior as needed
   d. All 3 Phase Power Distribution

Audio Sub Total *14,087.00*

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Client Signature: _____
Estuardo Santillan Date
Assistant Superintendent, Business Services

ESL Signature : 2/26/26
Mike Johnson, Owner Date
ESL Owner

EVENT AGREEMENT & INFORMATION SHEET

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NORWALK GLENN HIGH SCHEDULE OF SERVICES

Live Stream Video System

Services Include items 1 - 5:

9. 3-camera live webcast package with output to on-site LED walls — **Discounted ~~8,200.00~~** — 7,900.00
   a. (1) Live video director with Tricaster HD switcher, graphics, video playback, recording, and multi-output (LED wall separate from webcast if needed)
   b. (1) Robocam operator with control surface
   c. Ai Closed Captions (On line Only)
   d. 3 robotic PTZ cameras on pedestals. 20x lens with full remote capabilities.
      - 30 yd / 60' ideal throw to podium (waist-up), 50yd max throw to graduate (head-to-toe)
      - All cameras hard-wired together (nothing wireless)
      - Grass staple all lines if allowed or Tape all lines as allowed (sometimes grass staples not allowed on turf)
      - Insertion of school-provided opening graphics (JPGs or PPTs) and any video(s) (ie. congratulations, awards, factoids, safety info to LED walls)
      - Audio integration from event sound board (add in one "audience ambiance" mic live for on-site sounds to webcast)
      - Live webcast to web page provided by ESL or embeddable player provided to client for their web site, syndicate to up to 2 more sites if client desires (ie. YouTube and Facebook)
      - Cellular-bonded live webcast via LiveU network for total stability and 3-legged redundancy. **On-site house internet line preferred, NOT REQUIRED.**
   e. 8'x8' video village setup
   f. Video recording on USB or emailed link to client within 24 hours following event.
      - **RECORDING** of each graduation is done live while it is being streamed. The exact production that is streamed is being copied for each client/High School. This recording will be available the day after each graduation. The only exception is for any gross errors on the production teams' side. In which case, an edit will be provided ASAP. We do not anticipate errors requiring any such edits.
   g. Same-day on-site setup 3-4 hours before showtime
   h. All Power Sources Provided by the CLIENT if not already included in existing ESL Production Contracts

10. Wireless HD ENG camera with operator to walk around and get shots of students entering, band, etc. — 1,800.00

11. Live Stream (Air Cleaner) Video processing filter with 10 second delay protection — 2,750.00
    a. Allows for response time of video operator
    b. Buffer/delay allows time confuse /garble language and blur screen of in appropriate behavior
    c. Viewing audience will hear gabled language and see a blurred screen until cameras are redirected and cameras views are changed

12. Labor & Trucking Built in Price — Included

Live Stream Sub Total — *12,450.00*

LED Wall Video System — 22,975.00

13. (2) 9x16 LED Walls Set on Truss Structure Arches 17' High x 20' Wide
    - LED Structures & Panels set up the morning
    - of each graduation.
    - All supports Provided
    - All power Distribution Provided

14. Labor (3) Stage Hand (3) Video Technician (1) LED Wall Manager, Built in Price

LED Wall Sub Total — *22,975.00*

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Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature:** _____ 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

EVENT AGREEMENT & INFORMATION SHEET

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NORWALK GLENN HIGH SCHEDULE OF SERVICES

Labor, Labor Schedule, Power, Trucking

****Labor Set Up Times**

15. Structure Set Up Labor 5/25/26 7-8AM-Completion — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

16. Stage Set Up Labor 5/31/26 7-8AM-Completion — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

17. AUDIO Set Up Labor 6/2/26 9AM - Completion — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

18. LED Wall Structure Set up 6/2/26 5PM-8PM; LED Panels 6/3/26 12PM Ready by 4:00PM — Included

19. Live Stream Set Up 6/3/26 1PM Ready by 4:00PM Strike 9PM — Included

****Labor Strike Times**

20. Stage Strike Labor 6/4/26 5PM TBD (5 Stage Hands @ $350 Flat Rate 5hr day minimum, OT , Hotels & Per Diems) — 1,750.00

21. Structure Strike Labor 6/4/26 7PM TBD (5 Stage Hands @ $350 Flat Rate 5 hr day minimum, OT , Hotels & Per Diems) — 1,750.00

22. AUDIO Strike (4 Stage Hands @ $350 Flat Rate 5 hr day minimum, OT , Hotels & Per Diems) ~~1,400.00~~ Included
    Audio Strike 6/3/26 Aprox 9:00PM, TBD

23. LED Wall Strike 6/3/26 9:00PM — Included

24. Stage Manager during Graduation x 1 day (Norwalk HS Graduation 4PM – 9PM) $660/day — 660.00

25. Rehersal/ Processional Practice and Formal Sound Checks — Included
    Labor June 3rd

Graduation Corvallis Middle School @ 8:30AM – 9:30AM; Los Alisos Middle School 11:00AM-12:00PM
7:00AM Power On; 7:30AM Production Team Ready with (1) Podium and (2) Reader Mics
Notes: 9:00AM Rehersal/Processional Practice
Special Musical Numbers TBD
Band Stage SideTBD, Chior Stage Side TBD,
Audio Files TBD for Seating Processional and Recessinal TBD

Graduation Norwalk High School @ 7:00PM – 9:00PM
4:00PM Power On and Production Team Ready with Mics TBD
Notes: Rehersal/Processional Practice TBD
Special Musical Numbers TBD
Band Stage SideTBD, Chior Stage Side TBD,
Audio Files TBD for Seating Processional and Recessinal TBD

26. 45K Event Generator, Diesel Fuel, 30 Cable Ramps — 2,450.00
    Delivered June 2nd Aprox. 2nd 9:00AM and Pick up June 4th Aprox. 9:00AM TBD

27. (3) Trucks with Drivers & Fuel for 2 days@$575/day — ~~3,450.00~~ 2,875.00

Labor, Trucking, Power Sub Total *16,085,00*

GRAND TOTAL 80,627.00

On Site/Overnight Security Provided by Client Required

Client Address: 12820 Pioneer Blvd., Norwalk, CA 90650 Gmitchell@nlmusd.org
Office Phone: (562) 210-2000 Fax (562)____-____ Direct Phone: (562) 210-2182

Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date — **Mike Johnson,** Owner Date
Assistant Superintendent, Business Services — ESL Owner

Payment Invoice

NMLUSD Graduations 2026
Norwalk High School

Client: **Norwalk-La Mirada Unified School District**
Event date: June 3, 2026
Time : Refer to contract
Location : Norwalk High School Stadium, Norwalk CA

Contract No. 060326 Norwalk
PO No. _____

Contracted Balance	$80,627.00
First Payment Requested	(40,313.50)
Requested Final Balance Due on or before 6/03/26	$40,313.50
Current Outstanding Balance	$80,627.00

Please mail all contracts and first payments to:

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EVENT AGREEMENT & INFORMATION SHEET

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EVENT SERVICES SELECTED BY CLIENT

The CLIENT hereby engages **ESL,** in the form of **Mike Johnson or Associate Employees,** to provide: Graduation Services.
ESL will provide **the CLIENTS** selected music and professional equipment **(Including: Please see Schedule of Services)** for **the CLIENT's Waite Middle School & John Glenn High School Graduation 2026**
It will take place on **Tuesday June 2nd, 2026 9:00AM – 10:00AM & Graduation 7:00PM – 9:00PM, Respectively**

Located at the following: **John Glenn High School Stadium**
The CLIENT has secured our services from: **(Please see Schedule of Services, Page 3-5)**
Set Up & Strike Times:

Structure set up 5/24/26 7-8AM & Stage Set Up 5/26/26 7- 8:00AM to completion; Strike All 6/2/25 9:00PM
Generator set up 6/1/26 9AM; Strike 6/3/26 9AM
Audio Set Up 6/1/26 9AM to Completion
LED Wall Structures & Panels set up 6/2/26 10:00AM to 3:00PM; Strike 6/2/26 9:00PM
Live Stream set up 6/2/26 1:00PM; Set by 4PM; Strike 6/2/26 9:00PM

The CLIENT agrees to pay **ESL $80,627.00** for all of the above services offered and provided to **the CLIENT** by **ESL** leading up to and on the date and time of the event as stated above. Any additional time will be an additional hourly fee of **$1,200.00**. A non-refundable first payment, for services rendered in preparation of the event, and to secure the services of **ESL** for the date and time as stated above, shall be paid to **Elite Stage and Lighting, Inc.** by **the CLIENT** in the amount of **$40,313.50.**

AGREEMENTS MADE BY ELITE STAGE AND LIGHTING (ESL) & CLIENT (The CLIENT)

1. **ESL** will arrive no later than (1-2) hours prior to start time and sound check.
2. **ESL** will require at least (8-24) hours for Set up and up (4-48) hours for tear-down of equipment. TBD
3. **ESL** will dress in requested attire or company shirt and jeans.
4. **ESL** will meet with **the CLIENT** for final planning meeting if requested by **the CLIENT**.
5. Payments are non-refundable, but may be transferred to another party in case event is canceled.
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7. Contract must be received signed within seven **(5)** business days of Contract Receipt. Failure to do so may result in the loss of your booking reservation or change in pricing based on availability and demand.
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TERMS CONTINUED .... See Event and Information Sheet on Page 2

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TERMS CONTINUED ....

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Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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EVENT AGREEMENT & INFORMATION SHEET

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JOHN GLENN HIGH SCHEDULE OF SERVICES

Graduation Notes:
Waite Middle School Graduation June 2nd, 2026 9:00AM - 10:00AM
John Glenn High School Graduation June 2nd, 2026 7:00PM – 9:00PM

Stage & Structure System

1.	Main Stage (16' Deep x 32' Wide x 3'High) Includes: a. (16) 4'x8' Stage Decks to create 16'x32'x3' High Stage b. (12) Stage Guard Rails c. (2) 4' Wide Stair & Railings d. (4) 17' Long x 48"Tall Black Pleated Skirts		4,090.00
2.	Truss Structure 19' High x 51' Wide -		5,400.00
3.	(12) 18' High Black Velour Drape for Structure		1,080.00
4.	(2) Satellite Stage (8' Deep x 8' Wide x24" High) $1,100ea. Each Stage Includes: a. (2) 4'x8' Stage Decks to create 8'x8'x30" High Stage b. (4) Stage Guard Rails c. (2) 4' Wide Stair & Railings d. (2) 17' Long x 36" Tall Black Pleated Skirts		2,200.00
5.	(32) LED Truss Light in school color $55ea.		1,760.00
6.	Main Stage & Satelite Stage Reconditioning & Painting	~~300.00~~	No Charge
7.	Hanging of School Banners $500/ Graduation x2	~~1,000.00~~	500.00
		Stage & Structure Sub Total	*15,030.00*

Audio System

8.	(1) Line-Array System (3-4 Top Cabinets & 2 Bass Bottom on Stage Left & Right)		14,087.00

Also Includes:
- a. (2) Stage Monitors
- b. (4) Line-Array Top Cabinet Stacks
  - i. Vistor Bleachers – (2) 2-3 Top Cabinet Stack, placed at 30 yard lines
  - ii. Home Bleachers – (2) 2-3 Top Cabinet Stack, placed at 30 yard lines
- c. Mic Package:
  - i. (2) Hand Held For Announcers
  - ii. (2) Podium Mics, Anthem & Announcers
  - iii. (4) Mics for Band as needed
  - iv. (4) Mics for Chior as needed
- d. All 3 Phase Power Distribution

Audio Sub Total *14,087.00*

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____
Estuardo Santillan **Date**
Assistant Superintendent, Business Services

ESL Signature : 2/20/26
Mike Johnson, Owner **Date**
ESL Owner

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**

JOHN GLENN HIGH SCHEDULE OF SERVICES

Live Stream Video System

Services Include items 1 - 5:

9. 3-camera live webcast package with output to on-site LED walls — **Discounted ~~8,200.00~~** — 7,900.00
   a. (1) Live video director with Tricaster HD switcher, graphics, video playback, recording, and multi-output (LED wall separate from webcast if needed)
   b. (1) Robocam operator with control surface
   c. Ai Closed Captions (On line Only)
   d. 3 robotic PTZ cameras on pedestals. 20x lens with full remote capabilities.
      - 30 yd / 60' ideal throw to podium (waist-up), 50yd max throw to graduate (head-to-toe)
      - All cameras hard-wired together (nothing wireless)
      - Grass staple all lines if allowed or Tape all lines as allowed (sometimes grass staples not allowed on turf)
      - Insertion of school-provided opening graphics (JPGs or PPTs) and any video(s) (ie. congratulations, awards, factoids, safety info to LED walls)
      - Audio integration from event sound board (add in one "audience ambiance" mic live for on-site sounds to webcast)
      - Live webcast to web page provided by ESL or embeddable player provided to client for their web site, syndicate to up to 2 more sites if client desires (ie. YouTube and Facebook)
      - Cellular-bonded live webcast via LiveU network for total stability and 3-legged redundancy. **On-site house internet line preferred, NOT REQUIRED.**
   e. 8'x8' video village setup
   f. Video recording on USB or emailed link to client within 24 hours following event.
      - **RECORDING** of each graduation is done live while it is being streamed. The exact production that is streamed is being copied for each client/High School. This recording will be available the day after each graduation. The only exception is for any gross errors on the production teams' side. In which case, an edit will be provided ASAP. We do not anticipate errors requiring any such edits.
   g. Same-day on-site setup 3-4 hours before showtime
   h. All Power Sources Provided by the CLIENT if not already included in existing ESL Production Contracts

10. Wireless HD ENG camera with operator to walk around and get shots of students entering, band, etc. — 1,800.00

11. Live Stream (Air Cleaner) Video processing filter with 10 second delay protection — 2,750.00
    a. Allows for response time of video operator
    b. Buffer/delay allows time confuse /garble language and blur screen of in appropriate behavior
    c. Viewing audience will hear gabled language and see a blurred screen until cameras are redirected and cameras views are changed

12. Labor & Trucking Built in Price — Included

Live Stream Sub Total — *12,450.00*

LED Wall Video System — 22,975.00

13. (2) 9x16 LED Walls Set on Truss Structure Arches 17' High x 20' Wide
    - LED Structures & Panels set up the morning
    - of each graduation.
    - All supports Provided
    - All power Distribution Provided

14. Labor (3) Stage Hand (3) Video Technician (1) LED Wall Manager, Built in Price

LED Wall Sub Total — *22,975.00*

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**

JOHN GLENN HIGH SCHEDULE OF SERVICES

Labor, Labor Schedule, Power, Trucking

****Labor Set Up Times**

15. **Structure Set Up Labor 5/24/26 7-8AM-Completion** — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

16. **Stage Set Up Labor 5/26/26 7-8AM-Completion** — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

17. **AUDIO Set Up Labor 6/1/26 9AM - Completion** — 2,200.00
    (4 Stage Hands @ $550 Flat Rate 10hr day minimum, OT , Hotels & Per Diems)

18. **LED Wall Strutures & Panels Set up 6/2/26 10AM Ready by 3:00PM** — Included

19. **Live Stream Set Up 6/2/26 1PM Ready by 4:00PM Strike 9PM** — Included

****Labor Strike Times**

20. **Stage Strike Labor 6/2/26 9PM (5 Stage Hands @ $350 Flat Rate 5hr day minimum, OT , Hotels & Per Diems)** — 1,750.00

21. **Structure Strike Labor 6/2/26 10PM TBD (5 Stage Hands @ $350 Flat Rate 5 hr day minimum, OT , Hotels & Per Diems)** — 1,750.00

22. **AUDIO Strike (4 Stage Hands @ $350 Flat Rate 5 hr day minimum, OT , Hotels & Per Diems)** — ~~1,400.00~~ Included
    Audio Strike 6/2/26 Aprox 9:00PM, TBD

23. **LED Wall Strike 6/2/26 9PM** — Included

24. **Stage Manager during Graduation x 1 day (John Glenn HS Graduation 4PM – 9PM) $660/day** — 660.00

25. **Rehersal/ Processional Practice and Formal Sound Checks** — Included
    Labor June 2nd

Graduation Waite Middle School @ 9:00AM – 10:00AM
7:00AM Power On; 7:30AM Production Team Ready with (1) Podium and (2) Reader Mics
Notes: 9:00AM Rehersal/Processional Practice
Special Musical Numbers TBD
Band Stage SideTBD, Chior Stage Side TBD,
Audio Files TBD for Seating Processional and Recessinal TBD

Graduation John Glenn High School @ 7:00PM – 9:00PM
4:00PM Power On and Production Team Ready with Mics TBD
Notes: Rehersal/Processional Practice TBD
Special Musical Numbers TBD
Band Stage SideTBD, Chior Stage Side TBD,
Audio Files TBD for Seating Processional and Recessinal TBD

26. **45K Event Generator, Diesel Fuel, 30 Cable Ramps** — 2,450.00
    Delivered June 1st Aprox. 9AM and Pick up June 3rd Aprox. 9:00AM TBD

27. **(3) Trucks with Drivers & Fuel for 2 days@$575/day** — ~~3,450.00~~ 2,875.00

Labor, Trucking, Power Sub Total *16,085,00*

GRAND TOTAL 80,627.00

On Site/Overnight Security Provided by Client Required

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

Payment Invoice

NMLUSD Graduations 2026
John Glenn High School

Client: **Norwalk-La Mirada Unified School District**
Event date: June 2, 2026
Time : Refer to contract
Location : John Glenn High School Stadium, Norwalk CA

Contract No. 060226 JGHS
PO No. _____

Contracted Balance	$80,627.00
First Payment Requested	(40,313.50)
Requested Final Balance Due on or before 6/02/26	$40,313.50
Current Outstanding Balance	$80,627.00

Please mail all contracts and first payments to:

Elite Stage and Lighting, Inc.
15225 Matisse Cir.
La Mirada, CA 90638

Thank You For Your Business

Please make all checks payable to Elite Stage and Lighting, Inc.
Toll Free 866-267-7357
www.EliteSL.com

elite STAGE and LIGHTING — DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**.

EVENT SERVICES SELECTED BY CLIENT

The CLIENT hereby engages **ESL,** in the form of **Mike Johnson or Associate Employees,** to provide: Graduation Services.
ESL will provide **the CLIENTS** selected music and professional equipment **(Including: Please see Schedule of Services)** for **the CLIENT's Southeast Academy Graduation 2026**
It will take place on **Tuesday June 2nd, 2026 Graduation 4:30PM – 5:30PM**

Located at the following: **Excelsior High School Auditorium, Norwalk, CA**
The CLIENT has secured our services from: **(Please see Schedule of Services)**
Set Up & Strike Times:
Live Stream set up Tueday June 2nd, 2:00PM, set by 3:30PM; Strike 6/2/26 at 5:30PM
Note: Video Equipment to remain at facility for June 3rd Graduations, Security Required.

The CLIENT agrees to pay **ESL $6,700** for all of the above services offered and provided to **the CLIENT** by **ESL** leading up to and on the date and time of the event as stated above. Any additional time will be an additional hourly fee of **$800.00**. A non-refundable first payment, for services rendered in preparation of the event, and to secure the services of **ESL** for the date and time as stated above, shall be paid to **Elite Stage and Lighting, Inc.** by **the CLIENT** in the amount of **$3,350.00**.

AGREEMENTS MADE BY ELITE STAGE AND LIGHTING (ESL) & CLIENT (The CLIENT)

1. **ESL** will arrive no later than (1-2) hours prior to start time and sound check.
2. **ESL** will require at least (8-24) hours for Set up and up (4-24) hours for tear-down of equipment.
3. **ESL** will dress in requested attire or company shirt and jeans.
4. **ESL** will meet with **the CLIENT** for final planning meeting if requested by **the CLIENT**.
5. Payments are non-refundable, but may be transferred to another party in case event is canceled.
6. First payments may be refunded only if **ESL** should cancel with **the CLIENT** for some other reason than what is stated in agreement's (11 and 12).
7. Contract must be received signed within seven **(5)** business days of Contract Receipt. Failure to do so may result in the loss of your booking reservation or change in pricing based on availability and demand.
8. If **the CLIENT** should cancel this event for any reason within (**90**) days prior to event date, the client shall be responsible for the entire value of contract**.** Any payments received for said event may be transferred to another party or date within (**30**) Days, provided said new date is acceptable and available to **ESL.** However, the fee set forth will be pursuant to **ESL's** existing rate schedule, which may increase in the future, due to limited availability and increased demand**.**
9. The balance must be paid in full, in the form of school check before the setup of equipment.
10. **ESL** will charge $**75.00** for all returned checks.
11. **ESL** agrees to furnish, and client agrees to accept, any appropriate performing personnel or sub-contracted talent as a replacement for contracted services due to illness, travel related, or other unforeseen emergencies with attempted notification prior to said event.
12. **ESL** reserves the right to cancel performance without any refund if the talent or agent determines at his or her sole discretion that there is a threat of harm to his or her person and/or possibility of damage to equipment before or during the described event.
13. Unless there is a breach of this Agreement by **ESL**, [Breach being defined as: No Show, Bait & Switch, or Non-Adherence to **ESL** Company Standards; with the exception of agreements (11 and 12)] the maximum amount of damages that can be awarded to **the CLIENT** shall be the total amount paid to **ESL** by **The Client** for said event.
14. **The CLIENT** accepts full responsibility for the safety, over-night security, protection and proper use of all **ESL** equipment involved. Unless damages or losses occur directly by the sole negligence of any **ESL** employee or agent, **The CLIENT** agrees that it shall be responsible for the replacement value without deduction for depreciation for any equipment that is damaged. **The CLIENT** shall also be responsible to **ESL** for any loss of use damages that **ESL** might incur.

TERMS CONTINUED .... See Event and Information Sheet on Page 2

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245 **Contract No.** 060226 SouthEast

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature:** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

TERMS CONTINUED ....

15. **HOLD HARMLESS:** Unless damages, injuries, death or loss are caused directly by the sole negligence of any **ESL** employee or agent, it is agreed between the parties that **The CLIENT** agrees to defend, indemnify and hold harmless **ESL** and its affiliated companies, owners, officers, directors and employees from any and all claims.

16. **INDEMNIFICATION:** Each party (as the case may be, the "Indemnifying Party") hereby agrees to indemnify and defend the other, its parent, successor(s), agents, and employees for occurrences arising out of its performance of this agreement (but only in proportion to its respective liability), and to hold the other party, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees and court costs) arising out of any breach of this agreement by the Indemnifying Party, or claims for injury or damages by third parties that result from the negligent or wrongful acts or omissions of the Indemnifying Party, its officers, employees, or agents.

17. **FORCE MAJEURE:** The performance of this Agreement is subject to termination without liability or liquidated damages upon the occurrence of any circumstance beyond the control of either party - such as acts of God, war, acts of terrorism, government regulations or restrictions, pandemic, epidemic, disaster, strikes, civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible for the parties to proceed with the events. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical.

18. **INTEGRATION CLAUSE**: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This document can only be amended or modified by a written document executed and signed by **ESL** and **the CLIENT**.

19. **WARRANTY OF USED EQUIPMENT**: Although **ESL** makes every effort to insure the safe and proper functionality of used equipment before each event, we make "no warranty" for possible equipment failure. Should any equipment fail during the duration of services, **ESL** will make every reasonable effort to replace or repair such equipment.

20. **The CLIENT** understands that all music, information and other materials (ie. Banners, Event Itineraries, etc.) must be received by **ESL** no later than two (2) weeks prior to said event.

21. Any photos or videos taken by **ESL** may be used for the expressed purposes of marketing our services, and **ESL** has been given the expressed permission by **The CLIENT** and acknowledges there will be no compensations for such use.

22. If any portion of this contract becomes unenforceable or invalid under applicable law, the remainder of this agreement shall remain in full.

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)___-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT"**.

SCHEDULE OF SERVICES

Graduation Notes: South East Academy Graduation June 2nd, 2026 4:30PM – 5:30PM

Live Stream Video System

1. (2) Camera live webcast package with output to web — Discounted ~~7,300.00~~ — 6,700.00

   a. (1) Live video director with Tricaster HD switcher, graphics, video playback, recording
   b. (1) Robocam control surface
   c. 2 robotic PTZ cameras on pedestals. 20x lens with full remote capabilities.
      - 40yd / 120' ideal throw to podium (waist-up), 50yd max throw to graduate (head-to-toe)
      - All cameras hard-wired together (nothing wireless)
      - Grass staple all lines if allowed or Tape all lines as allowed (sometimes grass staples not allowed on turf)
      - Insertion of school-provided opening graphics (JPGs or PPTs) and any video(s) (ie. congratulations, awards, factoids, safety info to LED walls)
      - Audio integration from event sound board (add in one "audience ambiance" mic live for on-site sounds to webcast)
      - Live webcast to web page provided by ESL or embeddable player provided to client for their web site, syndicate to up to 2 more sites if client desires (ie. YouTube and Facebook)
      - **Cellular-bonded live webcast via LiveU network for total stability and 3-legged redundancy. On-site house internet line preferred, NOT REQUIRED.**
   d. Video recording on USB or email to client within 24hours following Event
      - **RECORDING** of each graduation is done live while it is being streamed. The exact production that is streamed is being copied for each client/High School. This recording will be available the day after each graduation. The only exception is for any gross errors on the production teams' side. In which case, an edit will be provided ASAP. We do not anticipate errors requiring any such edits.
   e. Same-day on-site setup 3-4 hours before showtime
   f. All Power Sources Provided by the CLIENT if not already included in existing ESL Production Contracts
   g. **Labor Built in**

Live Stream Sub Total — *6,700.00*

Labor, Labor Schedule, Power, Trucking

2. **Rehersal/ Processional Practice and Formal Sound Checks** — NA
   Labor June 2nd Set Up 2:00PM & 3:30PM Power On and Production Team Ready
   Graduation @ 4:30PM – 5:30PM
   Notes: No Rehersal/Processinal Practice with ESL
   Special Musical Numbers - NA
   Audio Files TBD for Seating Processional and Recessinal - NA

3. (1) Trucks & Fuel for 1 days@$575/day — NA

Labor, Trucking, Power Sub Total — *0.00*

GRAND TOTAL — ***6,700.00***

Access to Power from Facility Provided By Client, On Site/Overnight Security Provided by Client

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245. **Contract No. 060226 SouthEast**

Client Address: **2820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** _____ 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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Payment Invoice

NMLUSD Graduations 2026
Southeast Academy

Client: **Norwalk-La Mirada Unified School District**
Event date: June 2, 2026
Time : Refer to contract
Location : Excelsior High School Auditorium, Norwalk CA

Contract No. 060226 Southeast
PO No. _____

Contracted Balance	$6,700.00
First Payment Requested	(3,350.00)
Requested Final Balance Due on or before 6/02/26	$3,350.00
Current Outstanding Balance	$6,700.00

Please mail all contracts and first payments to:

Elite Stage and Lighting, Inc.
15225 Matisse Cir.
La Mirada, CA 90638

Thank You For Your Business

Please make all checks payable to Elite Stage and Lighting, Inc.
Toll Free 866-267-7357
www.EliteSL.com

elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**.

EVENT SERVICES SELECTED BY CLIENT

The CLIENT hereby engages **ESL,** in the form of **Mike Johnson or Associate Employees,** to provide: Graduation Services.
ESL will provide **the CLIENTS** selected music and professional equipment **(Including: Please see Schedule of Services)** for **the CLIENT's Adult Education Graduation 2026**
It will take place on **Wednesday June 3rd, 2026 Graduation 4:30PM – 5:30PM**

Located at the following: **Excelsior High School Auditorium, Norwalk, CA**
The CLIENT has secured our services from: **(Please see Schedule of Services)**
Set Up & Strike Times:
Live Stream re-set up Wednesday June 3rd 2:00PM, set by 3:30PM
The CLIENT agrees to pay **ESL $6,700.00** for all of the above services offered and provided to **the CLIENT** by **ESL** leading up to and on the date and time of the event as stated above. Any additional time will be an additional hourly fee of **$800.00**. A non-refundable first payment, for services rendered in preparation of the event, and to secure the services of **ESL** for the date and time as stated above, shall be paid to **Elite Stage and Lighting, Inc.** by **the CLIENT** in the amount of **$3,350**.

AGREEMENTS MADE BY ELITE STAGE AND LIGHTING (ESL) & CLIENT (The CLIENT)

1. **ESL** will arrive no later than (1-2) hours prior to start time and sound check.
2. **ESL** will require at least (8-24) hours for Set up and up (4-24) hours for tear-down of equipment.
3. **ESL** will dress in requested attire or company shirt and jeans.
4. **ESL** will meet with **the CLIENT** for final planning meeting if requested by **the CLIENT**.
5. Payments are non-refundable, but may be transferred to another party in case event is canceled.
6. First payments may be refunded only if **ESL** should cancel with **the CLIENT** for some other reason than what is stated in agreement's (11 and 12).
7. Contract must be received signed within seven **(5)** business days of Contract Receipt. Failure to do so may result in the loss of your booking reservation or change in pricing based on availability and demand.
8. If **the CLIENT** should cancel this event for any reason within **(90)** days prior to event date, the client shall be responsible for the entire value of contract**.** Any payments received for said event may be transferred to another party or date within **(30)** Days, provided said new date is acceptable and available to **ESL.** However, the fee set forth will be pursuant to **ESL's** existing rate schedule, which may increase in the future, due to limited availability and increased demand**.**
9. The balance must be paid in full, in the form of school check before the setup of equipment.
10. **ESL** will charge $**75.00** for all returned checks.
11. **ESL** agrees to furnish, and client agrees to accept, any appropriate performing personnel or sub-contracted talent as a replacement for contracted services due to illness, travel related, or other unforeseen emergencies with attempted notification prior to said event.
12. **ESL** reserves the right to cancel performance without any refund if the talent or agent determines at his or her sole discretion that there is a threat of harm to his or her person and/or possibility of damage to equipment before or during the described event.
13. Unless there is a breach of this Agreement by **ESL**, [Breach being defined as: No Show, Bait & Switch, or Non-Adherence to **ESL** Company Standards; with the exception of agreements (11 and 12)] the maximum amount of damages that can be awarded to **the CLIENT** shall be the total amount paid to **ESL** by **The Client** for said event.
14. **The CLIENT** accepts full responsibility for the safety, over-night security, protection and proper use of all **ESL** equipment involved. Unless damages or losses occur directly by the sole negligence of any **ESL** employee or agent, **The CLIENT** agrees that it shall be responsible for the replacement value without deduction for depreciation for any equipment that is damaged. **The CLIENT** shall also be responsible to **ESL** for any loss of use damages that **ESL** might incur.

TERMS CONTINUED .... See Event and Information Sheet on Page 2

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245

Contract No. 060326 Adult ED

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

TERMS CONTINUED ....

15. **HOLD HARMLESS:** Unless damages, injuries, death or loss are caused directly by the sole negligence of any **ESL** employee or agent, it is agreed between the parties that **The CLIENT** agrees to defend, indemnify and hold harmless **ESL** and its affiliated companies, owners, officers, directors and employees from any and all claims.

16. **INDEMNIFICATION:** Each party (as the case may be, the "Indemnifying Party") hereby agrees to indemnify and defend the other, its parent, successor(s), agents, and employees for occurrences arising out of its performance of this agreement (but only in proportion to its respective liability), and to hold the other party, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees and court costs) arising out of any breach of this agreement by the Indemnifying Party, or claims for injury or damages by third parties that result from the negligent or wrongful acts or omissions of the Indemnifying Party, its officers, employees, or agents.

17. **FORCE MAJEURE:** The performance of this Agreement is subject to termination without liability or liquidated damages upon the occurrence of any circumstance beyond the control of either party - such as acts of God, war, acts of terrorism, government regulations or restrictions, pandemic, epidemic, disaster, strikes, civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible for the parties to proceed with the events. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical.

18. **INTEGRATION CLAUSE**: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This document can only be amended or modified by a written document executed and signed by **ESL** and **the CLIENT**.

19. **WARRANTY OF USED EQUIPMENT**: Although **ESL** makes every effort to insure the safe and proper functionality of used equipment before each event, we make "no warranty" for possible equipment failure. Should any equipment fail during the duration of services, **ESL** will make every reasonable effort to replace or repair such equipment.

20. **The CLIENT** understands that all music, information and other materials (ie. Banners, Event Itineraries, etc.) must be received by **ESL** no later than two (2) weeks prior to said event.

21. Any photos or videos taken by **ESL** may be used for the expressed purposes of marketing our services, and **ESL** has been given the expressed permission by **The CLIENT** and acknowledges there will be no compensations for such use.

22. If any portion of this contract becomes unenforceable or invalid under applicable law, the remainder of this agreement shall remain in full.

Contact: Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245 **Contract No.** 060326 Adult ED

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** 7/26/24

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**

SCHEDULE OF SERVICES

Graduation Notes: Adult Eduaction Graduation June 3rd, 2026 4:30PM – 5:30PM

Live Stream Video System

1. (2) Camera live webcast package with output to web — **Discounted ~~7,300.00~~** — 6,700.00

   a. (1) Live video director with Tricaster HD switcher, graphics, video playback, recording
   b. (1) Robocam control surface
   c. 2 robotic PTZ cameras on pedestals. 20x lens with full remote capabilities.
      - 40yd / 120' ideal throw to podium (waist-up), 50yd max throw to graduate (head-to-toe)
      - All cameras hard-wired together (nothing wireless)
      - Grass staple all lines if allowed or Tape all lines as allowed (sometimes grass staples not allowed on turf)
      - Insertion of school-provided opening graphics (JPGs or PPTs) and any video(s) (ie. congratulations, awards, factoids, safety info to LED walls)
      - Audio integration from event sound board (add in one "audience ambiance" mic live for on-site sounds to webcast)
      - Live webcast to web page provided by ESL or embeddable player provided to client for their web site, syndicate to up to 2 more sites if client desires (ie. YouTube and Facebook)
      - **Cellular-bonded live webcast via LiveU network for total stability and 3-legged redundancy. On-site house internet line preferred, NOT REQUIRED.**
   d. Video recording on USB or email to client within 24hours following Event
      - **RECORDING** of each graduation is done live while it is being streamed. The exact production that is streamed is being copied for each client/High School. This recording will be available the day after each graduation. The only exception is for any gross errors on the production teams' side. In which case, an edit will be provided ASAP. We do not anticipate errors requiring any such edits.
   e. Same-day on-site setup 3-4 hours before showtime
   f. All Power Sources Provided by the CLIENT if not already included in existing ESL Production Contracts
   g. **Labor Built in**

Live Stream Sub Total — *6,700.00*

Labor, Labor Schedule, Power, Trucking

1. **Rehersal/ Processional Practice and Formal Sound Checks** — NA

   Labor June 3rd Set Up 2:00PM & 3:30PM Power On and Production Team Ready
   Graduation @ 4:30PM – 5:30PM
   Notes: No Rehersal/Processinal Practice with ESL
   Special Musical Numbers - NA
   Audio Files TBD for Seating Processional and Recessinal - NA

2. **(1) Trucks & Fuel for 1 days@$575/day** — NA

Labor, Trucking, Power Sub Total — *0.00*

GRAND TOTAL — ***6,700.00***

Access to Power from Facility Provided By Client, On Site/Overnight Security Provided by Client

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245 — **Contract No. 060326 Adult ED** Page 3 of 3

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** _____ 2/26/26

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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Payment Invoice

NMLUSD Graduations 2026
Adult Education

Client: **Norwalk-La Mirada Unified School District**
Event date: June 3, 2026
Time : Refer to contract
Location : Excelsior High School Auditorium, Norwalk CA

Contract No. 060326 Adult ED
PO No. _____

Contracted Balance	$6,700.00
First Payment Requested	(3,350.00)
Requested Final Balance Due on or before 6/03/26	$3,350.00
Current Outstanding Balance	$6,700.00

Please mail all contracts and first payments to:

Elite Stage and Lighting, Inc.
15225 Matisse Cir.
La Mirada, CA 90638

Thank You For Your Business

Please make all checks payable to Elite Stage and Lighting, Inc.
Toll Free 866-267-7357
www.EliteSL.com

elite STAGE and LIGHTING DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".".**

EVENT SERVICES SELECTED BY CLIENT

The CLIENT hereby engages **ESL,** in the form of **Mike Johnson or Associate Employees,** to provide: Graduation Services.
ESL will provide **the CLIENTS** selected music and professional equipment **(Including: Please see Schedule of Services)** for **the CLIENT's El Camino High School (Alternative Education) Graduation 2026**
It will take place on **Thursday, June 4th 2026 Graduation 4:30PM – 5:30PM**

Located at the following: **Los Coyotes Middle School Campus, La Mirada CA**
The CLIENT has secured our services from: **(Please see Schedule of Services, Page 2)**
Set Up & Strike Times:
Live Stream set up Thursday June 4th, 2 PM, set by 3PM; Strike June 4th, 5:30PM
The CLIENT agrees to pay **ESL $7,325.00** for all of the above services offered and provided to **the CLIENT** by **ESL** leading up to and on the date and time of the event as stated above. Any additional time will be an additional hourly fee of **$800.00**. A non-refundable first payment, for services rendered in preparation of the event, and to secure the services of **ESL** for the date and time as stated above, shall be paid to **Elite Stage and Lighting, Inc.** by **the CLIENT** in the amount of **$3,662.50**.

AGREEMENTS MADE BY ELITE STAGE AND LIGHTING (ESL) & CLIENT (The CLIENT)

1. **ESL** will arrive no later than (1-2) hours prior to start time and sound check.
2. **ESL** will require at least (8-24) hours for Set up and up (4-24) hours for tear-down of equipment.
3. **ESL** will dress in requested attire or company shirt and jeans.
4. **ESL** will meet with **the CLIENT** for final planning meeting if requested by **the CLIENT**.
5. Payments are non-refundable, but may be transferred to another party in case event is canceled.
6. First payments may be refunded only if **ESL** should cancel with **the CLIENT** for some other reason than what is stated in agreement's (11 and 12).
7. Contract must be received signed within seven **(5)** business days of Contract Receipt. Failure to do so may result in the loss of your booking reservation or change in pricing based on availability and demand.
8. If **the CLIENT** should cancel this event for any reason within (**90**) days prior to event date, the client shall be responsible for the entire value of contract**.** Any payments received for said event may be transferred to another party or date within (**30**) Days, provided said new date is acceptable and available to **ESL.** However, the fee set forth will be pursuant to **ESL's** existing rate schedule, which may increase in the future, due to limited availability and increased demand**.**
9. The balance must be paid in full, in the form of school check before the setup of equipment.
10. **ESL** will charge $**75.00** for all returned checks.
11. **ESL** agrees to furnish, and client agrees to accept, any appropriate performing personnel or sub-contracted talent as a replacement for contracted services due to illness, travel related, or other unforeseen emergencies with attempted notification prior to said event.
12. **ESL** reserves the right to cancel performance without any refund if the talent or agent determines at his or her sole discretion that there is a threat of harm to his or her person and/or possibility of damage to equipment before or during the described event.
13. Unless there is a breach of this Agreement by **ESL**, [Breach being defined as: No Show, Bait & Switch, or Non-Adherence to **ESL** Company Standards; with the exception of agreements (11 and 12)] the maximum amount of damages that can be awarded to **the CLIENT** shall be the total amount paid to **ESL** by **The Client** for said event.
14. **The CLIENT** accepts full responsibility for the safety, over-night security, protection and proper use of all **ESL** equipment involved. Unless damages or losses occur directly by the sole negligence of any **ESL** employee or agent, **The CLIENT** agrees that it shall be responsible for the replacement value without deduction for depreciation for any equipment that is damaged. **The CLIENT** shall also be responsible to **ESL** for any loss of use damages that **ESL** might incur.

TERMS CONTINUED .... See Event and Information Sheet on Page 2

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**
Client Signature: _____ **ESL Signature :** 2/26/2026

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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TERMS CONTINUED ....

15. **HOLD HARMLESS:** Unless damages, injuries, death or loss are caused directly by the sole negligence of any **ESL** employee or agent, it is agreed between the parties that **The CLIENT** agrees to defend, indemnify and hold harmless **ESL** and its affiliated companies, owners, officers, directors and employees from any and all claims.

16. **INDEMNIFICATION:** Each party (as the case may be, the "Indemnifying Party") hereby agrees to indemnify and defend the other, its parent, successor(s), agents, and employees for occurrences arising out of its performance of this agreement (but only in proportion to its respective liability), and to hold the other party, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees and court costs) arising out of any breach of this agreement by the Indemnifying Party, or claims for injury or damages by third parties that result from the negligent or wrongful acts or omissions of the Indemnifying Party, its officers, employees, or agents.

17. **FORCE MAJEURE:** The performance of this Agreement is subject to termination without liability or liquidated damages upon the occurrence of any circumstance beyond the control of either party - such as acts of God, war, acts of terrorism, government regulations or restrictions, pandemic, epidemic, disaster, strikes, civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible for the parties to proceed with the events. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical.

18. **INTEGRATION CLAUSE**: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This document can only be amended or modified by a written document executed and signed by **ESL** and **the CLIENT**.

19. **WARRANTY OF USED EQUIPMENT**: Although **ESL** makes every effort to insure the safe and proper functionality of used equipment before each event, we make "no warranty" for possible equipment failure. Should any equipment fail during the duration of services, **ESL** will make every reasonable effort to replace or repair such equipment.

20. **The CLIENT** understands that all music, information and other materials (ie. Banners, Event Itineraries, etc.) must be received by **ESL** no later than two (2) weeks prior to said event.

21. Any photos or videos taken by **ESL** may be used for the expressed purposes of marketing our services, and **ESL** has been given the expressed permission by **The CLIENT** and acknowledges there will be no compensations for such use.

22. If any portion of this contract becomes unenforceable or invalid under applicable law, the remainder of this agreement shall remain in full.

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245 **Contract No.** ~~060426 El Camino~~

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** _____ 2/26/2026

Estuardo Santillan **Date**
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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elite STAGE and LIGHTING — DESIGN PRODUCTION ENTERTAINMENT

EVENT AGREEMENT & INFORMATION SHEET

This Agreement is entered into by and between **Elite Stage and Lighting, Inc., A Professional Production Company,** hereinafter referred to as **"ESL"**, and the undersigned party, **Estuardo Santillan on behalf of Norwalk-La Mirada Unified School District,** hereinafter referred to as **"the CLIENT".**

SCHEDULE OF SERVICES

Graduation Notes: El Camino Alt-Ed Graduation June 4th, 2026 4:30PM – 5:30PM

Live Stream Video System

1. 2 camera live webcast package with output to web — **Discounted ~~7,300.00~~** — 6,700.00

   a. (1) Live video director with Tricaster HD switcher, graphics, video playback, recording
   b. (1) Robocam control surface
   c. 2 robotic PTZ cameras on pedestals. 20x lens with full remote capabilities.
      - 30yd max throw to graduate
      - All cameras hard-wired together (nothing wireless)
      - Grass staple all lines if allowed or Tape all lines as allowed (sometimes grass staples not allowed on turf)
      - Insertion of school-provided opening graphics (JPGs or PPTs) and any video(s) (ie. congratulations, awards, factoids, safety info to LED walls)
      - Audio integration from event sound board (add in one "audience ambiance" mic live for on-site sounds to webcast)
      - Live webcast to web page provided by ESL or embeddable player provided to client for their web site, syndicate to up to 2 more sites if client desires (ie. YouTube and Facebook)
      - **Cellular-bonded live webcast via LiveU network for total stability and 3-legged redundancy. On-site house internet line preferred, NOT REQUIRED.**
   d. Video recording on USB or email to client within 24hours following Event
      - **RECORDING** of each graduation is done live while it is being streamed. The exact production that is streamed is being copied for each client/High School. This recording will be available the day after each graduation. The only exception is for any gross errors on the production teams' side. In which case, an edit will be provided ASAP. We do not anticipate errors requiring any such edits.
   e. Same-day on-site setup 3-4 hours before showtime
   f. All Power Sources Provided by the CLIENT if not already included in existing ESL Production Contracts
   g. Labor Built in

Live Stream Sub Total — *6,700.00*

Labor, Labor Schedule, Power, Trucking

2. Rehersal/ Processional Practice and Formal Sound Checks — NA
   Labor June 4th Set Up 2:00PM & 3:30PM Power On and Production Team Ready
   Graduation @ 4:30PM – 5:30PM
   Notes: No Rehersal/Processinal Practice with ESL
   Special Musical Numbers - NA
   Audio Files TBD for Seating Processional and Recessinal - NA
3. 7500K Inverter Generator, Fuel & Extinguisher (For Audio Only) — 375.00
4. (1) Trucks & Fuel for 1 days@$575/day — ~~575.00~~ — 250.00

Labor, Trucking, Power Sub Total — *0.00*

GRAND TOTAL — ***7,325.00***

Contact:Gerald Mitchell Office (562) 210-2294 Cell (562) 858-9245 — **Contract No. ~~060426 El~~ Camino** Page 3 of 3

Client Address: **12820 Pioneer Blvd., Norwalk, CA 90650** **Gmitchell@nlmusd.org**
Office Phone: **(562) 210-2000** **Fax (562)____-____** Direct Phone: **(562) 210-2182**

Client Signature: _____ **ESL Signature :** _____ 2/26/2026

Estuardo Santillan Date
Assistant Superintendent, Business Services

Mike Johnson, Owner **Date**
ESL Owner

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Docusign Envelope ID: 918B744C-EA7F-4D1E-BF1C-C71B2EC69B03

Payment Invoice

NMLUSD Graduations 2026
El Camino High School

Client: **Norwalk-La Mirada Unified School District**
Event date: June 4, 2026
Time : Refer to contract
Location : Los Coyotes Campus, La Mirada CA

Contract No. No. 060426 El Camino
PO No. _____

Contracted Balance	$ 7,325.00
First Payment Requested	(3,662.50)
Requested Final Balance Due on or before 6/04/26	$ 3,662.50
Current Outstanding Balance	$ 7,325.00

Please mail all contracts and first payments to:

Elite Stage and Lighting, Inc.
15225 Matisse Cir.
La Mirada, CA 90638

Thank You For Your Business

Please make all checks payable to Elite Stage and Lighting, Inc.
Toll Free 866-267-7357
www.EliteSL.com

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CONSULTANT SERVICES AGREEMENT
On-Call Project Management Services

This AGREEMENT is made and entered into this **24th** day of **March** in the year **2026** between the Norwalk La Mirada Unified School District, hereinafter referred to as ("DISTRICT"), and **RS CONSTRUCTION SERVICES INC.,** hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with certain planning, project management, scheduling, project closeout, consulting and/or administrative matters, and such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel, and CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, DISTRICT desires to obtain the following specialized services and/or advice: **on-call project management services for Capital Improvement Projects at various District sites, per the scope of services outlined in Attachment 1**, hereinafter referred to as the "PROJECT"; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I
SCOPE AND SERVICES AND RESPONSIBILITIES

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as **EXHIBIT "A"** (the "CONSULTANT's WORK PLAN"). Where the CONSULTANT's WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals ("RFP") from the DISTRICT, the CONSULTANT's WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT's WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

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3. Contract Term. The effective period of this AGREEMENT is to be from **March 24, 2026, through June 30, 2026**.

4. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty

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(30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the Program and Projects and get "up to speed" at CONSULTANT's cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

ARTICLE II
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **EIGHTY-THREE THOUSAND ONE HUNDRED SIXTY DOLLARS AND ZERO CENTS ($83,160.00)** for performing the services required by this AGREEMENT and **EXHIBIT "A"**.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to 45103.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly, per PROJECT, to the DISTRICT for the fees incurred during the billing period. Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

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ARTICLE III
REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of reports and/or other documents otherwise not covered in the agreement and approved in advance by District.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the District.

d. Mileage at IRS Rate if site exceeds more than 25 miles from the District.

e. Out of town travel approved in advance by District.

2. Reimbursable expenses are estimated to be **ZERO DOLLARS ($0.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IV
TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT

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shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE V
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

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ARTICLE VI
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees,

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on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT. IN NO EVENT SHALL THE CONSULTANT'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONSULTANT FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS ($1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that

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not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX
MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's 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. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California.

5. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PORTIONS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has

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been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices: 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, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth 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 Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Norwalk-La Mirada Unified School District
15711 Pioneer Blvd., Bldg. G
Norwalk, CA 90650
Telephone: (562) 868-9014

To the CONSULTANT:

RS Construction Services Inc.
13337 E. South Street #297
Cerritos, CA 90703
Telephone: (562) 884-5840

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15. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of CONSULTANT, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this AGREEMENT. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

20. Prevailing Wages: If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

21. Education Code Section 45125.1: During the entire term of this AGREEMENT, CONSULTANT shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that the CONSULTANT will have contract with pupils in the performance of services under this AGREEMENT. See **EXHIBIT "B"** attached.

22. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

RS CONSTRUCTION SERVICES INC.

DocuSigned by:
By Ralph Shryock
F5124A0E7562401...
Print Name Ralph Shryock
Title President
Date 3/9/2026 | 10:26 AM PDT

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

By _____
Print Name Estuardo A. Santillan
Title Assistant Superintendent, Business Services
Date _____

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Address

Phone 562-884-5840

Fax 562-219-7495

Tax ID# 71-1039865

Email rshryock9@aol.com

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EXHIBIT "A"

CONSULTANT 'S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION

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RS CONSTRUCTION SERVICES INC.

Norwalk-La Mirada Unified School District February 24, 2026
15711 Pioneer Blvd., Building G
Norwalk, CA 90650
Attn: Jerome Cygan, Facilities Coordinator

RE: Request for Proposal (RFP) #FC-2526-14 for On-Call Project Management Services – Various Sites Throughout the District; LACOE Funded Projects & District Capital Improvement Projects

Scope
Provide Project Management Services per the above-named project(s).

Billing Rates
Project Manager: $ 140.00 / hour

Cost
Estimated project duration: March 24, 2026– June 30, 2026 – Construction Phase & Closeout.

Project Manager:	Ralph Shryock	99 calendar days / 594 hrs.	$	83,160.00
		TOTAL ESTIMATED COST:	**$**	**83,160.00**

Proposal
Budgetary hourly proposal for Project Management Services:

1. Budgetary hourly rate for Project Manager: See rates above.
2. Project Manager working days per week, Monday through Friday, 4-6 hours per day, during normal working hours. Exact dates and timelines to be determined by District. Part-time work as requested by the District. Full-time work will be available if requested by District on an as-needed basis.
3. Hourly rate applies from the start of construction 03/24/26 to 06/30/26 end of construction including close out. Contract to be amended if additional services is deemed necessary.
4. Construction duration is based on working days (2080 hours per year).

Fee Qualification:

1. Straight Time (S.T.): as quoted is based on per hour rate, Straight time (S.T.) is based on an 8-hour day, for a total of 40 hours per week.
2. Overtime (O.T.): Rate charged will be the same as straight time (S.T.) for hours worked over 40 per week.
3. Estimate is based on a 4-hour minimum of 1-4 hours of project management; 6-hour minimum of 4 to 6 hours of project management; and 8 hours over 6 to 8 hours of project management.
4. Reimbursable expenses: N/A.

13337 E. South Street # 297, Cerritos, CA 90703
Tel: (562) 884-5840, Fax: (562) 219-7495, Email: rshryock@rscspros.com

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RS CONSTRUCTION SERVICES INC.

Inclusions:

1. Required Insurance.
2. Administration.

Exclusions:

1. Copy of Plans and Specifications (District to Provide).

Submitted by RS Construction Services Inc.,

_____2-24-2026_

Ralph Shryock – President, RSCS INC.

13337 E. South Street # 297, Cerritos, CA 90703
Tel: (562) 884-5840, Fax: (562) 219-7495, Email: rshryock@rscspros.com

Docusign Envelope ID: 4AD30A40-2FC9-4D51-826F-C506A3C291C1

EXHIBIT "B"

CONSULTANT'S CERTIFICATION REGARDING BACKGROUND CHECKS

Pursuant to Education Code Section 45125.1, CONSULTANT has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Norwalk-La Mirada Unified School District, pursuant to this AGREEMENT, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, below is a list of the names of the employees of the undersigned who may come in contact with pupils:

RS

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 3/9/2026 | 10:26 AM PDT

DocuSigned by:
Ralph Shryock
E5124A0E7562401...
Ralph Shryock

RS Construction Services Inc.

By its: _____

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ATTACHMENT 1
Scope of Services

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NLMUSD Capital Improvement Projects
Early Education Coordination with Facilities

PRE-AWARD & PLANNING

- Facilities: Contract with a firm to completed 1303 Pre-Award Checklist
- EE Program: Provides Executed 15-Year Lease / MOU

▼

DESIGN

- Facilities: Contracts with a firm for Architectural / Engineering Services
- Facilities: Ensures firm provides Plans and Specifications
- Facilities: Coordinates Hazard Building Material Survey

▼

BIDDING & PROCUREMENT

- Facilities / Purchasing: Coordinate bidding process
- Purchasing: Provides bids summary & evaluation
- Purchasing: Submits bid for Board approval
- Purchasing: Coordinates executed Construction Contract documents, bonds, insurance
- Purchasing/Fiscal: Issues Purchase Order
- Facilities / Purchasing: Issues Notice to Proceed to the Contractor

▼

CONSTRUCTION COMPLIANCE (DAVIS-BACON)

- Facilities PM: Notice of Intent to Begin Davis-Bacon Project
- Facilities PM: Posts “Employee Rights Under Davis-Bacon Act” (Photo)
- Facilities PM: Posts Wage Determination List (Photo)
- Facilities PM: Obtains Weekly Certified Payrolls
- Facilities PM: Conducts Worker’s Interview Log
- Facilities PM: Follows Independent Contractor Legal Documents (if applicable)

▼

CONSTRUCTION & ADMINISTRATION

- Facilities PM: Obtains Schedule of Values from Contractor
- Facilities PM: Obtains signed Applications for Payment from Contractor
- Facilities PM: Reviews Change Order Approvals & Logs
- Facilities PM: Ensures Inspection Record / Card are maintained
- Facilities PM: Ensures DSA Inspections & Logs are maintained
- Facilities PM: Coordinates DSA Contractor Verified Report (DSA Form 6)

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- Facilities PM: Coordinates Fire Alarm Certification
- Facilities: Review and processes Architectural / Engineering Services Billings

▼

MODULAR & DESIGN DOCUMENTS (IF APPLICABLE)

- EE Program: Obtains and submits Modular Building Purchase Agreement
- Facilities PM: Obtains Architect's CAD Files
- Facilities PM: Obtains Contractor As-Built Drawings (CAD or Marked CDs)
- Facilities: Confirms Modular Title of Ownership

▼

PROJECT CLOSE-OUT

- Facilities PM: Obtains Architect Final Inspection Report (Ref. 103.56)
- Facilities PM: Coordinates Certified Playground Report
- Facilities PM: Ensures Warranties are provided
- Facilities PM: Coordinate documents to obtain DSA Certification Letter
- Facilities / Purchasing: Submit Notice of Completion to be filed and recorded

▼

FEDERAL & LICENSING REQUIREMENTS

- EE Program: Files Notice of Federal Interest
- Maintenance: Ensures Notice of Federal Interest Posting (LACOE)
- EE Program: Completes Health & Safety Screener & Certification (New Site)
- EE Program: Executes Child Care License (New Site)

▼

FINAL PROCUREMENT & RECORDS

- Facilities / EE Program / Purchasing: P.O.s for Services or Purchases Related to Project

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NLMUSD Capital Improvement Project Checklist

*Davis-Bacon Requirement - federal prevailing wage rate applies when a project entails trade work (plumbing, electrical, painting, flooring, and any other trade work) that exceeds $2,000

PROJECT NAME: **DSA#:**

Responsible Party	Item	Date Sent to H.S.
Facilities	Completed 1303 Pre-Award Checklist	
EE Program	Executed 15 year Lease/MOU	
Facilities (A/E Firm)	Project Bid Set, Specs or Scope	
Facilities & Purchasing	Project Bids - Summary/Evaluation	
Facilities/M&O (PM)	Contractor Schedule of Values	
Facilities & Purchasing	Executed Construction Contract and Amendments	
Facilities/M&O (Haz Mat Firm)	Hazard Building Material Survey	
Facilities/M&O & Purchasing	Purchase Order(s)	
Facilities/M&O & Purchasing	Board Approval	
Facilities/M&O &Purchasing	Contractor Notice to Proceed	
	***Davis-Bacon Compliance Documents**	
Facilities/M&O (PM)	**Notice of Intent to Begin a Davis-Bacon Project***	
Facilities/M&O (PM)	**Photo of posted "Employee Rights Under the Davis-Bacon Act" poster***	
Facilities/M&O (PM)	**Photo of posted Wage Determination List***	
Facilities/M&O (PM)	**Signed Weekly Certified Payroll* (Contractor/Subcontractors)**	
Facilities/M&O (PM)	**Worker's Interview Log***	
Facilities/M&O (PM)	Independent contractor's legal documents, where applicable	
Facilities/M&O (PM)	Signed Contractor Pay Applications	
Facilities/M&O (PM)	Signed-off Change Order Approvals & Change Order Logs	

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EE Program	Modular Bldg. Purchase Agreement	
Facilities	Architect's CAD Files	
Facilities/M&O (PM)	Contractor's As-Built (CAD or marked-up CDs)	
Facilities/M&O (PM)	Warranties	
Facilities/M&O & Purchasing	Filed Notice of Completion	
Facilities/M&O (PM)	DSA Certification Letter	
EE Program	Filed Notice of Federal Interest (recorded lease or other doc)	
Maintenance	Notice of Federal Interest Posting (provided by LACOE)	
Facilities/M&O (PM)	Architect Final Inspection Report (Reference 103.56)	
Facilities/M&O (PM)	Certified Playground Report	
EE Program	H&S Screener and Certification (new site)	
EE Program	Child Care License (new site)	
Facilities/M&O/EE Program/Purchasing	P.O.s for service or purchases related to project	
Facilities	Architectural/Engineering Services Contract	
Facilities	Architectural/Engineering Services Billings	
Facilities/M&O (PM)	Inspection Record/Card	
Facilities/M&O (PM)	Fire Alarm Certification	
Facilities	Modular Title of Ownership	
Facilities/M&O (PM)	DSA Inspections and/or Inspection Logs	
Facilities/M&O (PM)	DSA Contractor Verified Report (DSA Form 6)	

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated March 23, 2026, by and between Big City Signs Inc., hereinafter referred to as "Contractor", and the Norwalk-La Mirada Unified School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

Contractor acknowledge and initial Section 1, 2 and 4.

1. SERVICES TO BE PROVIDED BY CONTRACTOR:
   Provide and install four (4) display plaques per drawings
   as outlined in the attached proposal dated 3/10/2026. PB
2. The Contractor will commence providing services under this AGREEMENT on 3/24/2026 and will diligently perform, as required, and complete performance by 6/30/2026. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished. PB
3. The District will prepare and furnish to the Contractor, upon request, such information reasonably necessary to the performance of the AGREEMENT.
4. The District shall pay the Contractor the total amount of $9,331.30 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursements are required. PB
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
   a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District, it's officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.

Docusign Envelope ID: C41619B8-C78D-4E62-BB98-E6B5D34A72A3

8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreement, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been merged, integrated into, and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, state and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary remuneration other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONTRACTOR:		**DISTRICT:**	
Signature	DocuSigned by: Paul Borne BA96D41DEBE4421...	Signature	
Title	President		
Name	Paul Borne		Norwalk-La Mirada USD
Address	Big City Signs Inc. 25784 Saint Marta Dr. Murrieta CA 92563		12820 Pioneer Boulevard Norwalk, California 90650
Phone Number	714-514-3996		(562) 210-2000
		Date Approved	

FOR INTERNAL USE

Please provide the complete account string(s) of the funding source(s) that will fund this contract. If multiple strings are being used, please indicate the dollar amount for each string.

01.0-11000.0-11100-10000-5850-2000000

Please complete the following if using Categorical funding sources.

The above services are being contracted to meet the specific needs of the _____ funded program, _____component, activity _____, project page _____.

Do the services under this Agreement include interactions with or access to students in the District? ☐ Yes ☒ No

Docusign Envelope ID: C41619B8-C78D-4E62-BB98-E6B5D34A72A3

Big City Signs Inc.
25784 Saint Marta Dr
Murrieta, CA 92563
service@bigcitysigns.com
www.bigcitysigns.com

ADDRESS
Jody Gardner
New River Elementary School
13432 S. Halcourt Ave.
Norwalk, CA 90650

SHIP TO
Jody Gardner
New River Elementary School
13432 S. Halcourt Ave.
Norwalk, CA 90650

Proposal 260302

DATE 03/10/2026

JOB
AWARD & SCHOOL LOGO PLAQUES

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	JOB #260302 PROVIDE FOUR DISPLAY PLAQUES PER DRAWING - ONE SCHOOL LOGO TO BE 5FT ROUND - THREE AWARDS TO BE 4FT ROUND			
DIEBOND ALUM	1/8" ALUMINUM COMPOSITE PLAQUES - WITH PREMIUM DIGITALLY PRINTED FACING & GRAFFITI RESISTANT OVERLAMINATE (LOT PRICE SHOWN)	1	6,145.97	6,145.97T
INSTALLATION	INSTALL ABOVE ON-SITE	1	1,500.00	1,500.00
				Subtotal: 7,645.97
REIMB FUNDS	LIFT EQUIPMENT RENTAL	1	1,040.00	1,040.00

Please make checks payable to Big City Signs Inc.
Sales Tax Rate - CITY OF NORWALK CA

SUBTOTAL	8,685.97
TAX	645.33
TOTAL	**$9,331.30**

Accepted By

Accepted Date

This proposal is subject to Terms and Conditions here: https://bit.ly/3aJu3HR

Painted graphics are subject to warranty terms here: https://bit.ly/2ZEzql8

Signage products are subject to warranty terms here: https://bit.ly/3kfzWzJ

AGREEMENT FORM

THIS AGREEMENT, entered into this **24TH DAY OF MARCH, 2026** in the County of Los Angeles of the State of California, by and between the Norwalk-La Mirada Unified School District, hereinafter called the "District", and **JAM FIRE PROTECTION, INC., DBA JAM CORP** hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **LA MIRADA ADULT SCHOOL FIRE ALARM UPGRADES, BID NO. 202526-5 (FORMAL, DSA# 03-125583)** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within the time specified on the special conditions page, from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of the time specified on the **special conditions page**, per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **SEVEN HUNDRED FIFTY-TWO THOUSAND FOUR HUNDERED DOLLARS** (**$752,400.00**), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of (See Article 3.15).

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof (See Article 3.15).

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction (See Article 1.2.1.5).

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
DVBE Participation Statement and Close-Out Forms
Agreement Form

Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Contractor's Certificate Regarding Background Checks
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Community Benefits Agreement
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations (See Article 13.7.2). Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class **B** Contractor's License, issued by the State of California, which must be current and in good standing.

ARTICLE 11 - COMMUNITY BENEFITS AGREEMENT: This Project is **not** subject to the requirements set forth in the Community Benefits Agreement for Construction, Repair, Upgrade, Expansion, Rehabilitation and Improvement Work Funded by Measure G ("CBA"). The Contractor and all Subcontractors (regardless of tier and as defined in the CBA), must agree to be bound by the terms and conditions of the CBA directly or through the Letter of Assent in the CBA and in the bid documents prior to commencing any work on the Project. The Contractor and all its Subcontractors (as defined in the CBA) of every tier must cooperate and coordinate its work on the Project with the designated Project Labor Coordinator as required in the CBA. The Contractor's compliance with the CBA or any reasonable requests by the Project Labor Coordinator in accordance with the CBA shall not be the basis for any claim for additional cost or time by the Contractor or its Subcontractors.

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

Norwalk-La Mirada Unified School District	CONTRACTOR:
By: Estuardo Santillan	_____ Typed or Printed Name
By: _____ Assistant Superintendent, Business Services	_____ Title
Dated: _____	_____ Signature
	_____ Type or Printed Name
	_____ Title (Authorized Officers or Agents)
	_____ Signature
	(CORPORATE SEAL)



Form 470# 260017043

Norwalk La Mirada USD
NLMUSD470FY2026Firewall

Deadline: February 27, 2026

Funding Year 2026-2027
Digital Copy

CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

One CDW Way
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Toll-free: 800.800.4239
Web: cdw.com

February 27, 2026

Norwalk La Mirada USD
12820 Pioneer Blvd
Norwalk, CA, 90650

RE: CDW Government's Response to Norwalk La Mirada USD's, 470# 260017043

Dear Andrew Rutz,

Norwalk La Mirada USD is seeking to identify a reliable and experienced IT partner capable of managing your E-Rate initiative. Our response demonstrates CDW Government's unique ability to contribute to the overall success of this initiative.

CDW Government LLC (CDW•G) is a global systems integrator, impacting 75 million students across 34 countries. With over 30 years of experience, we are a trusted partner to more than 15,000 school districts nationwide. Benefits of partnering with us include:

- **History of Success**: CDW•G is the leading Value Added Reseller E-Rate provider**,** participating in the program since 1998. To date we have managed more than 20,816 E-Rate projects for schools and libraries nationwide.
- **Strong Partnerships**: We maintain strong relationships with more than 1,000 vendor partners (OEMs), including leading networking OEMs well-versed in Internal Connections, to provide you with the best products, service**s**, and support.
- **E-Rate Expertise**: Our dedicated in-house technical experts and E-Rate specialists ensure contract compliance, expert handling of the program's specialized invoicing processes, and ongoing consultation.
- **Personalized Support**: Your highly trained and experienced account team includes **Tyson Lagoni**, who serves as your primary point of contact, and is responsible for coordinating all your needs.

We thank you for the opportunity to participate in the 470-response process. Please contact your Executive Account Manager, **Tyson Lagoni**, at **(877) 325-3388** or **tylag@cdw.com** with any questions.

Sincerely,

Justin Schwier
Manager, Proposals
CDW Government LLC

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260017043 furnished by Norwalk La Mirada USD are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

© CDW Government LLC 2026

Bid Documents and Forms

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260017043 furnished by Norwalk La Mirada USD are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

© CDW Government LLC 2026

Norwalk-La Mirada Unified School District seeks responses to Form 470 # 260017043 for SPURR Quotes for this year's E-Rate filing window. We are looking for responders to respond to all of the required parts listed in the Scope of Work (SOW).

Please note the following requirements of responsive bidders:

- DATE DUE: Received by 4:30 PM Pacific Time on February 27, 2026.
- METHOD OF DELIVERY: Email Responses to bvanroom@nlmusd.k12.ca.us.
- QUESTIONS: All Questions must be emailed to bvanroom@nlmusd.k12.ca.us by February 9, 2026, by 4:30 PM Pacific Time. All received questions and answers will be shared with the same SPURR contacts included in this quote request and the email of the person submitting the question.
- The attached Excel file details the Scope of Work along with Criteria we will be using to evaluate responses.
- Note: For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.

Each request will be evaluated according to the following criteria:

Vendor Ranking Criteria	
Weight	**Criteria**
30%	E-Rate Eligible Cost
20%	Meets Technical Specifications and Criteria
15%	Completeness of Response (supplied a solution for every "required" part requested)
15%	Compatibility with Proposed and Existing District Infrastructure
10%	Ease of installation and interoperability
10%	Responder's Past Experience with the NLMUSD District
100%	**<--Total Percent**

Request: Firewall Equipment:

Criteria for Firewall
All equipment must be new and not refurbished or used
The exact SKUs requested meet the technical specification required by the district
Proposed solution must include a Fortinet FortiGate 2600F or an equivalent (“or equal”) model that meets or exceeds all published performance specifications.

Management Console must be able to automatically place AP's on a site map
Vendor must provide five (5) years of manufacturer support and security licensing equivalent to Fortinet’s UTP bundle.
Firewall must support deep packet inspection, IPS, antivirus, web filtering, and advanced threat protection
Firewall must support BGP routing, policy-based routing, and high-availability (Active/Passive HA).
Vendor must include all required components, licensing, and materials necessary for a fully functional deployment.

January 27, 2026

Addendum #1

Norwalk-La Mirada Unified School District
Form 470# 260017043

The following statement under the “Criteria for Firewall” section in the document titled “Firewall Scope and Criteria.xlsx” is being amended.

Proposed solution must include a Fortinet FortiGate 2400F or an equivalent (“or equal”) model that meets or exceeds all published performance specifications.

The above statement is amended to read as follows:

Proposed solution must include a Fortinet FortiGate 2600F or an equivalent (“or equal”) model that meets or exceeds all published performance specifications.

Pricing Offer and E-Rate Purchase Agreement

Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to tylag@cdw.com and 470award@cdwg.com.

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260017043 furnished by Norwalk La Mirada USD are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

© CDW Government LLC 2026

This E-Rate Customer Purchase Agreement (this "Agreement") is entered into the date the contract is signed, and effective on April 1, 2026 ("Effective Date") and is made by and between CDW Government LLC an Illinois limited liability corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and Norwalk La Mirada USD a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	159090	**Spin #**	143005588
E-Rate Funding Year	2026	**FCC Registration #**	0012123287
Customer	Norwalk La Mirada USD 12820 Pioneer Blvd Norwalk, CA, 90650	**Seller**	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2026	**Quoted Items (see Exhibit I)**	**470# 260017043**

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the SPURR Fortinet - Networking (SMC-TN-048) Contract AND/OR the Irvine USD 23/24-01 IT Technology Equip & Periph (23/24-01 IT) Contract, unless otherwise stated herein in the Agreement.

2. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

The term of this Agreement shall commence on April 1, 2026 ("Effective Date") and be valid through the later of the Funding Year 2026 or 9/30/2027.

i. Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer.

ii. Customer may terminate this Agreement or withdraw an order upon written notice to Seller if: (a) funds are not appropriated to Customer under this program, or (b) Customer's School Board rejects this Agreement ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, or termination for convenience, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that have shipped or services, already provided, or have been subscribed or purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

iii. In the event Customer receives an extension of funding from SLP, Customer will notify Seller in writing and the parties may agree to execute an amendment to extend this Agreement.

3. GOVERNING LAW

This Agreement will be governed by the laws of CA, without regard to conflicts of law rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth where Customer's location identified above, and the parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof. The parties further consent to the exercise of personal jurisdiction.

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260017043 furnished by Norwalk La Mirada USD are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").
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4. PURCHASE AUTHORIZATIONS

A. E-Rate Status

i. Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

ii. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY FCC.

B. E-Rate Purchases

i. Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

ii. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller. See Payment Terms for details.

5. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted through electronic means (email, electronic data interchange (EDI), etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

B. Other Requirements

i. All purchase orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) CDW Part Number and OEM Part Number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; 10) BEAR or SPI Order; and 11) FCC Form 471 and Funding Request Number (FRN) number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

ii. If the Customer is unable to commit the full purchase order amount, any balance remaining that was not funded or approved for payment by USAC will be the responsibility of the Customer. The Customer must add the following language to its purchase order:

"The total cost of this purchase order is $_____. The E-Rate portion is $_____, and is committed by USAC. If there is any reduction or denial of payment with the E-Rate portion, Norwalk La Mirada USD accepts full responsibility for the cost of this purchase, $_____."

iii. Should Customer choose to add Product or make substitutions to the Products originally sought, following USAC's funding decision, Customer agrees it will be responsible for the amounts owed for the added or substituted Products in excess of its committed funding from USAC.

iv. Customer must complete installation of Products ordered pursuant to this Agreement within thirty (30) days of delivery. In the event Customer, or a third party hired by Customer to complete the installation, fails to install the Products within the timeframe provided herein, the Parties acknowledge and agree that Customer will begin to accrue interest on the amounts owed for such Products in an amount of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law.

C. Assistance with Order

i. Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260017043 furnished by Norwalk La Mirada USD are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").
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Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

ii. FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION. ANY INCREASE IN PRICE THAT CANNOT BE ABSORBED BY THE SELLER WILL BE THE RESPONSIBILITY OF Norwalk La Mirada USD.

6. PRICE AND PAYMENT TERMS

i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I, and as amended from time to time. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

Payment Terms

i. All payments, regardless of method, shall be submitted to "Accounts Receivable," please contact your account manager for payment method options.

ii. CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

iii. Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL must follow the BEAR payment method.

☐ **Form 474 Service Provider Invoice (SPI) Method**
Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice. There must be an approved FCC Form 486 prior to placing the SPI order.

☐ **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

iv. Seller accepts BEAR orders beginning April 1 before the beginning of the Funding Year. Seller accepts SPI orders beginning July 1 of the Funding Year when Customer has received its FCDL and completed the FCC Form 486, Seller DOES NOT accept SPI orders before July 1 of the Funding Year, or prior to the Form 486 approval by USAC.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier to the party's address listed above

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260017043 furnished by Norwalk La Mirada USD are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").
© CDW Government LLC 2026

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

11. DEFINITIONS

As used in the Agreement, the following terms shall have the meanings set forth below:

A. "Universal Service Administrative Co." or "USAC" – The not-for-profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.
B. "SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by USAC under the direction of the FCC.
C. "E-Rate" – The education rate funding program that is a part of SLP that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
D. "Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
E. "Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.
F. "Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products. FY 2026 is in reference to the program year.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC	**Norwalk La Mirada USD**
_____	_____
(Authorized Signature)	*(Authorized Signature)*
_____	_____
Printed Name	*Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____

**** Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to tylag@cdw.com and 470award@cdwg.com**

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© CDW Government LLC 2026

Exhibit I – Pricing Offer

Please note: USAC and the FCC makes the final determination on the eligibility of products. Final eligibility of any component (and the E-Rate service category in which discounts should be requested) will be determined by technical configuration (use), installation location, user population served, cost-effectiveness, and other E-Rate regulatory requirements.

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© CDW Government LLC 2026

AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT (SMC)

SPURR Master Contract: SMC-TN-048 **Vendor: CDW Government LLC**

RFP Title: 2022 Network Infrastructure Equipment and Services

RFP Issued: 10/27/2021 E-Rate Category: 2

SPURR Form 470: 220002709 Participant Form 470, if referenced: 260017043

Awarded Services covered by SMC-TN-048: Listed in the SMC and on page 2 of this ATO

Awarded Services ordered through this ATO: See attached line item description or quote file

Services Order Date: 02/24/2026 Scheduled Services Start Date: 04/01/2026

Total Order Value: $ 363,835.19

Capitalized terms not defined in this ATO have the meanings ascribed to them in the above-referenced RFP and SMC. Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the Awarded Services specified in this ATO, pursuant to the RFP, the SMC, and the attached General Terms and Conditions (February 10, 2022 revision).

Please submit a PDF file of the completed ATO to SPURR at service@spurr.org or to SPURR's designated agent not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services and not later than the Order Due Date. SPURR will review and send an accepted ATO to Participant and Vendor for their files.

An ATO is not valid for purchase of Awarded Services until the ATO has been accepted by SPURR, as evidenced by SPURR's execution of the ATO.

Participant Authorization	Vendor Authorization
Participant: Norwalk-La Mirada Unified School District	Vendor: CDW Government LLC
Street Address: 12820 Pioneer Boulevard	Street Address: 230 N. Milwaukee Ave
City, St, Zip: Norwalk, CA 90650	City, St, Zip: Vernon Hills, IL 60061
Contact Name: Andrew Rutz	Contact Name: Jon Gentile
Contact Title: Chief Technology Office	Contact Title: Client Executive
Contact Phone: 562-210-2139	Contact Phone: 818-254-1711
Contact Email: arutz@nlmusd.org	Contact Email: jjg@cdwg.com
Authorized Signature:	Authorized Signature:
Print Name:	Print Name: Anup Sreedharan
Print Title:	Print Title: Sr. Mgr. Program Sales
Date:	Date: 2/25/2026

SPURR Acceptance

Authorized Signature: Date:

Michael Rochman
Managing Director

Awarded Services covered by SMC-TN-048:

a. Cisco Systems and Cisco Meraki equipment
b. Extreme Networks equipment
c. Fortinet equipment
d. HPE and HPE Aruba equipment
e. Juniper Networks equipment
f. Palo Alto Networks equipment
g. Ruckus equipment (wired)
h. APC UPS/Power Conditioning
i. Vertiv UPS/Power Conditioning
j. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment
k. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly

General Terms and Conditions, February 8, 2022 revision

A. BACKGROUND OF PROGRAM

1. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California's Joint Exercise of Powers Act.
2. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
3. In its Telecom & Networking Program, SPURR aggregates purchasing power and expertise for telecommunications, Internet access, and internal connections equipment goods and services.
4. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E Rate," is administered by the USAC-SLD under the direction of the FCC and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
5. SPURR has established contracts for Services through issuance of the RFP described on the cover page of this ATO. SPURR invited qualified vendors to submit pricing for specified Services in response to the RFP, posted various print and online notices of the RFP, and posted on the USAC-SLD Website an E-Rate Form 470 Application in connection with the RFP.
6. SPURR stated in the RFP that the pricing, terms, and conditions of any award pursuant to the RFP would be made available to Eligible Entities to allow them to purchase Service through SPURR as a procurement vehicle.
7. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
   - Price: 40%
   - Prior Experience -Technical: 25%
   - Understanding of Specified RFP Needs: 20%
   - Management Capabilities/Company Capacity: 10%
   - Prior SPURR Program Experience: 5%
   - TOTAL: 100%
8. SPURR selected Vendor for an award under the RFP for the Awarded Services and entered into the SMC to evidence the pricing, terms, and conditions of that award.
9. As stated in the RFP, the SMC will be made available to Eligible Entities for the purchase of Awarded Services.
10. To confirm Participant's request to buy, and Vendor's agreement to sell, Awarded Services using the SMC, Participant and Vendor must complete and execute an ATO for such Awarded Services and submit that ATO to SPURR.
11. An executed ATO represents an authorization for a Participant to make a purchase under this SMC and does not, in and of itself, represent an obligation for Participant to make a purchase. Participant and Vendor may agree on contingencies applicable to delivery of and payment for Awarded Services, including but not limited to timing or funding contingencies.
12. The Services Start Date and the Order Due Date are set forth in the SMC.

B. PARTICIPANT AGREES AS FOLLOWS:

1. Participant accepts the terms and conditions of the RFP and the SMC related to any Awarded Services to be purchased by Participant.
2. Participant agrees to provide any information reasonably requested by SPURR to verify Awarded Services purchased by Participant from Vendor.
3. Participant agrees that it is responsible for (a) conducting their own due diligence regarding the suitability of Vendor, Awarded Services, and this SMC for Participant's needs and cost-requirements, including but not limited to its procurement rules and cost-effectiveness requirements, (b) documenting the Awarded Service quantities, total costs, and delivery terms specific to Participant, and (c) if Participant is seeking E-Rate discounts, completing E-Rate Form 471 and any other E-Rate procedures and filings (except for the RFP and SPURR's E-Rate Form 470 referenced above) necessary for Participant to obtain E-Rate discounts.
4. Participant agrees that SPURR is not responsible for payment for any Awarded Services ordered requested by Participant.
5. For purposes of compliance with California "prevailing wage" law, Participant is responsible for informing Vendor of the locations where work may be performed and any pertinent wage determination documentation.

C. VENDOR AGREES AS FOLLOWS:

1. Vendor affirms the applicability of the terms and conditions of the RFP and the SMC to the Awarded Services referenced in this ATO.
2. Vendor agrees to promptly report to SPURR any revisions to the line item Project description attached this ATO.
3. The "Total Order Value" stated on the cover page of this ATO includes Awarded Services subject to the Administrative Fee and certain pass-through items (e.g., sales tax) not subject to the Administrative Fee.
4. As part of its reporting obligations to SPURR under the SMC, Vendor agrees to provide SPURR with a reasonably detailed report of the Awarded Services referenced in this ATO that are subject to the Administrative Fee and any related pass-through costs not subject to the Administrative Fee.

Please attach line item descriptions of the Awarded Services to be ordered through this ATO. An itemized quote file is sufficient for this purpose.

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

ANDREW RUTZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTRT829	2/25/2026	470 260017043 FORTINET OPT 1	0693043	$363,835.19

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Fortinet FortiGate 2600F - security appliance - with 5 years 24x7 FortiCare Mfg. Part#: FG-2600F-BDL-950-60 Contract: SPURR Fortinet - Networking (SMC-TN-048)	2	6734121	$167,980.00	$335,960.00
FORTINET LR TRANSCEIVER MODULE 10GB Mfg. Part#: FG-TRAN-SFP+LR UNSPSC: 43201553 Contract: SPURR Fortinet - Networking (SMC-TN-048)	4	3363560	$70.00	$280.00
FORTINET 25GE SFP28 TRANSCEIVER MOD Mfg. Part#: FG-TRAN-SFP28-LR Contract: SPURR Fortinet - Networking (SMC-TN-048)	8	6386992	$143.00	$1,144.00
Fortinet - QSFP+ transceiver module - 40GbE Mfg. Part#: FN-TRAN-QSFP+LR Contract: SPURR Fortinet - Networking (SMC-TN-048)	4	6082453	$1,094.00	$4,376.00
NEW CONFIG SERVICE PART# PLACEHOLDER Mfg. Part#: CFG PLACEHOLDER CDW Amplified Security Services for FY26 E-Rate Fortinet Firewall Migration (Fixed fee, see attached SOW for details) Contract: SPURR Fortinet - Networking (SMC-TN-048)	1	4852591	$13,000.00	$13,000.00

QUOTE DETAILS (CONT.)

Contract: MARKET

SUBTOTAL	$354,760.00
SHIPPING	$0.00
SALES TAX	$9,075.19
GRAND TOTAL	**$363,835.19**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: NORWALK-LA MIRADA UNIFIED SCHL DIST ACCTS PAYABLE 12820 PIONEER BLVD NORWALK, CA 90650-2875 **Phone:** (562) 868-0431 **Payment Terms:** ERATE QUOTES ONLY	**Shipping Address:** NORWALK-LA MIRADA UNIFIED SCHL DIST WAREHOUSE/DISTRICT 12820 PIONEER BLVD NORWALK, CA 90650-2894 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tyson Lagoni | (877) 325-3388 | tylag@cdwg.com

Need Help?

 My Account |  Support |  Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Criteria for Firewall
All equipment must be new and not refurbished or used
The exact sku's requested meet the technical specification required by the district
Proposed solution must include a Fortinet FortiGate 2400F or an equivalent (“or equal”) model that meets or exceeds all published performance specifications.
Management Console must be able to automatically place AP's on a site map
Vendor must provide five (5) years of manufacturer support and security licensing equivalent to Fortinet’s UTP bundle.
Firewall must support deep packet inspection, IPS, antivirus, web filtering, and advanced threat protection
Firewall must support BGP routing, policy-based routing, and high-availability (Active/Passive HA).
Vendor must include all required components, licensing, and materials necessary for a fully functional deployment.

Vendor Ranking Criteria	
Weight	**Criteria**
30%	Erate Eligible Cost
20%	Meets Technical Specifications and Criteria
15%	Completeness of Response (supplied a solution for every "required" part requested)
15%	Compatibility with Proposed and Existing Network Infrastructure
10%	Ease of installation and interoperability
10%	Responder's Past Experience with the NLMUSD District
100%	**<--Total Percent**

RESPONDER QUESTIONS	RESPONSES
Company Name	CDW Government LLC
Primary Company Contract	Jon Gentile
Contact Email	jjg@cdwg.com
Contact Phone	818-254-1711
How many years have your company been doing E-Rate?	30 years

Scope of Work Requested

Instructions: Bidder must provide pricing for each equivalent manufacturer it offers under the SPURR Contract

Required/Optional	Manufacturer (or equivalent)	Part Number (or equivalent)	Description (or equivalent)	Quantity	Comments or Other Requirements	Cost per Device	E-Rate Eligible Cost per device	Total Cost	Total Erate Eligible Cost
Required	Fortinet	FG-2600F-BDL-950-60	FortiGate-2600F Hardware plus 5 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	2	Tax applies to HW only, Eligibility based on 12M SKU due to changes in ESL not currently reflected on the eligibility page. HW portion fully Eligible	$167,980.00	$ 73,911.20	$335,960.00	$ 147,822.40
Required	Fortinet	FG TRAN SFP+LR	10G Fiber SFP+ - Fortinet FG TRAN SFP+LR Compatible 10GBase LR SFP+	4		$ 70.00	$ 70.00	$ 280.00	$ 280.00
Required	Fortinet	FG-TRAN-SFP28-LR	25G Fiber SFP+ - Fortinet FG TRAN SFP+LR Compatible 25GBase LR SFP+	8		$ 143.00	$ 143.00	$ 1,144.00	$ 1,144.00
Required	Fortinet	FG-TRAN-QSFP+LR	40G Fiber QSFP+ Long-Range (40GBase-LR4) Transceiver	4	Part number corrected to FG-TRAN-QSFP+LR	$ 1,094.00	$ 1,094.00	$ 4,376.00	$ 4,376.00
Required		Installation incl. labor	Professional services for deployment, migration, cutover, validation, and documentation	1		$ 13,000.00	$ 13,000.00	$ 13,000.00	$ 13,000.00
					SUB-TOTAL			$354,760.00	$ 166,622.40
					10.5% SALES TAX			$ 9,075.19	$ 9,075.19
					SHIPPING/HANDLING			$ -	$ -
					TOTAL COST			$363,835.19	$ 175,697.59

AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT (SMC)

SPURR Master Contract: SMC-TN-048 **Vendor: CDW Government LLC**

RFP Title: 2022 Network Infrastructure Equipment and Services

RFP Issued: 10/27/2021 E-Rate Category: 2

SPURR Form 470: 220002709 Participant Form 470, if referenced: 260017043

Awarded Services covered by SMC-TN-048: Listed in the SMC and on page 2 of this ATO

Awarded Services ordered through this ATO: See attached line item description or quote file

Services Order Date: 02/24/2026 Scheduled Services Start Date: 04/01/2026

Total Order Value: $ 357,426.19

Capitalized terms not defined in this ATO have the meanings ascribed to them in the above-referenced RFP and SMC. Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the Awarded Services specified in this ATO, pursuant to the RFP, the SMC, and the attached General Terms and Conditions (February 10, 2022 revision).

Please submit a PDF file of the completed ATO to SPURR at service@spurr.org or to SPURR's designated agent not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services and not later than the Order Due Date. SPURR will review and send an accepted ATO to Participant and Vendor for their files.

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Participant Authorization	Vendor Authorization
Participant: Norwalk-La Mirada Unified School District	Vendor: CDW Government LLC
Street Address: 12820 Pioneer Boulevard	Street Address: 230 N. Milwaukee Ave
City, St, Zip: Norwalk, CA 90650	City, St, Zip: Vernon Hills, IL 60061
Contact Name: Andrew Rutz	Contact Name: Jon Gentile
Contact Title: Chief Technology Office	Contact Title: Client Executive
Contact Phone: 562-210-2139	Contact Phone: 818-254-1711
Contact Email: arutz@nlmusd.org	Contact Email: jjg@cdwg.com
Authorized Signature:	Authorized Signature:
Print Name:	Print Name: Anup Sreedharan
Print Title:	Print Title: Sr. Mgr. Program Sales
Date:	Date: 2/25/2026

SPURR Acceptance

Authorized Signature: Date:

Michael Rochman
Managing Director

Awarded Services covered by SMC-TN-048:

a. Cisco Systems and Cisco Meraki equipment
b. Extreme Networks equipment
c. Fortinet equipment
d. HPE and HPE Aruba equipment
e. Juniper Networks equipment
f. Palo Alto Networks equipment
g. Ruckus equipment (wired)
h. APC UPS/Power Conditioning
i. Vertiv UPS/Power Conditioning
j. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment
k. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly

General Terms and Conditions, February 8, 2022 revision

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2. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
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4. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E Rate," is administered by the USAC-SLD under the direction of the FCC and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
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7. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
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   - Prior Experience -Technical: 25%
   - Understanding of Specified RFP Needs: 20%
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   - TOTAL: 100%
8. SPURR selected Vendor for an award under the RFP for the Awarded Services and entered into the SMC to evidence the pricing, terms, and conditions of that award.
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2. Participant agrees to provide any information reasonably requested by SPURR to verify Awarded Services purchased by Participant from Vendor.
3. Participant agrees that it is responsible for (a) conducting their own due diligence regarding the suitability of Vendor, Awarded Services, and this SMC for Participant's needs and cost-requirements, including but not limited to its procurement rules and cost-effectiveness requirements, (b) documenting the Awarded Service quantities, total costs, and delivery terms specific to Participant, and (c) if Participant is seeking E-Rate discounts, completing E-Rate Form 471 and any other E-Rate procedures and filings (except for the RFP and SPURR's E-Rate Form 470 referenced above) necessary for Participant to obtain E-Rate discounts.
4. Participant agrees that SPURR is not responsible for payment for any Awarded Services ordered requested by Participant.
5. For purposes of compliance with California "prevailing wage" law, Participant is responsible for informing Vendor of the locations where work may be performed and any pertinent wage determination documentation.

C. VENDOR AGREES AS FOLLOWS:

1. Vendor affirms the applicability of the terms and conditions of the RFP and the SMC to the Awarded Services referenced in this ATO.
2. Vendor agrees to promptly report to SPURR any revisions to the line item Project description attached this ATO.
3. The "Total Order Value" stated on the cover page of this ATO includes Awarded Services subject to the Administrative Fee and certain pass-through items (e.g., sales tax) not subject to the Administrative Fee.
4. As part of its reporting obligations to SPURR under the SMC, Vendor agrees to provide SPURR with a reasonably detailed report of the Awarded Services referenced in this ATO that are subject to the Administrative Fee and any related pass-through costs not subject to the Administrative Fee.

Please attach line item descriptions of the Awarded Services to be ordered through this ATO. An itemized quote file is sufficient for this purpose.

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

ANDREW RUTZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTRV050	2/25/2026	470 260017043 FORTINET OPT 2	0693043	$357,426.19

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Fortinet FortiGate 2600F - security appliance - with 5 years 24x7 FortiCare Mfg. Part#: FG-2600F-BDL-950-60 Contract: SPURR Fortinet - Networking (SMC-TN-048)	2	6734121	$167,980.00	$335,960.00
NEW CONFIG SERVICE PART# PLACEHOLDER Mfg. Part#: CFG PLACEHOLDER CDW Amplified Security Services for FY26 E-Rate Fortinet Firewall Migration (Fixed fee, see attached SOW for details) Contract: SPURR Fortinet - Networking (SMC-TN-048) Contract: MARKET	1	4852591	$13,000.00	$13,000.00

SUBTOTAL	$348,960.00
SHIPPING	$0.00
SALES TAX	$8,466.19
GRAND TOTAL	$357,426.19

PURCHASER BILLING INFO	DELIVER TO
Billing Address: NORWALK-LA MIRADA UNIFIED SCHL DIST ACCTS PAYABLE 12820 PIONEER BLVD NORWALK, CA 90650-2875 **Phone:** (562) 868-0431 **Payment Terms:** ERATE QUOTES ONLY	**Shipping Address:** NORWALK-LA MIRADA UNIFIED SCHL DIST WAREHOUSE/DISTRICT 12820 PIONEER BLVD NORWALK, CA 90650-2894 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tyson Lagoni | (877) 325-3388 | tylag@cdwg.com

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 Support

 Call 800.800.4239

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For more information, contact a CDW account manager.

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Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

ANDREW RUTZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTRV141	2/25/2026	470 260017043 FORTINET OPT 2	0693043	$3,783.52

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Proline Fortinet FG-TRAN-SFP+LR Compatible TAA 10GBase-LR SFP+ Transceiver Mfg. Part#: FG-TRAN-SFP+LR-PRO Contract: Irvine USD 23/24-01 IT Technology Equip & Periph (23/24-01 IT)	4	6870373	$70.00	$280.00
Proline Fortinet FG-TRAN-SFP28-LR Compatible TAA 25GBase-LR SFP28 Transcei Mfg. Part#: FG-TRAN-SFP28-LR-PRO Contract: Irvine USD 23/24-01 IT Technology Equip & Periph (23/24-01 IT)	8	7481044	$143.00	$1,144.00
PROLINE 40GBASE-LR4 QSFP+ XCVR Mfg. Part#: FG-TRAN-QSFP+LR-PRO UNSPSC: 43201553 Contract: Irvine USD 23/24-01 IT Technology Equip & Periph (23/24-01 IT)	4	5774227	$500.00	$2,000.00

SUBTOTAL $3,424.00

SHIPPING	$0.00
SALES TAX	$359.52
GRAND TOTAL	**$3,783.52**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: NORWALK-LA MIRADA UNIFIED SCHL DIST ACCTS PAYABLE 12820 PIONEER BLVD NORWALK, CA 90650-2875 **Phone:** (562) 868-0431 **Payment Terms:** ERATE QUOTES ONLY	**Shipping Address:** NORWALK-LA MIRADA UNIFIED SCHL DIST WAREHOUSE/DISTRICT 12820 PIONEER BLVD NORWALK, CA 90650-2894 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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Criteria for Firewall
All equipment must be new and not refurbished or used
The exact sku's requested meet the technical specification required by the district
Proposed solution must include a Fortinet FortiGate 2400F or an equivalent (“or equal”) model that meets or exceeds all published performance specifications.
Management Console must be able to automatically place AP's on a site map
Vendor must provide five (5) years of manufacturer support and security licensing equivalent to Fortinet’s UTP bundle.
Firewall must support deep packet inspection, IPS, antivirus, web filtering, and advanced threat protection
Firewall must support BGP routing, policy-based routing, and high-availability (Active/Passive HA).
Vendor must include all required components, licensing, and materials necessary for a fully functional deployment.

Vendor Ranking Criteria	
Weight	**Criteria**
30%	Erate Eligible Cost
20%	Meets Technical Specifications and Criteria
15%	Completeness of Response (supplied a solution for every "required" part requested)
15%	Compatibility with Proposed and Existing Network Infrastructure
10%	Ease of installation and interoperability
10%	Responder's Past Experience with the NLMUSD District
100%	**<--Total Percent**

RESPONDER QUESTIONS	RESPONSES
Company Name	CDW Government LLC
Primary Company Contract	Jon Gentile
Contact Email	jjg@cdwg.com
Contact Phone	818-254-1711
How many years have your company been doing E-Rate?	30 years

Scope of Work Requested

Instructions: Bidder must provide pricing for each equivalent manufacturer it offers under the SPURR Contract

Required/Optional	Manufacturer (or equivalent)	Part Number (or equivalent)	Description (or equivalent)	Quantity	Comments or Other Requirements	Cost per Device	E-Rate Eligible Cost per device	Total Cost	Total Erate Eligible Cost
Required	Fortinet	FG-2600F-BDL-950-60	FortiGate-2600F Hardware plus 5 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	2		$167,980.00	$ 73,911.20	$335,960.00	$ 147,822.40
Required	Proline Options	FG TRAN SFP+LR-PRO	10G Fiber SFP+ - Fortinet FG TRAN SFP+LR Compatible 10GBase LR SFP+	4	Proline Options equivalent offering	$ 70.00	$ 70.00	$ 280.00	$ 280.00
Required	Proline Options	FG-TRAN-SFP28-LR-PRO	25G Fiber SFP+ - Fortinet FG TRAN SFP+LR Compatible 25GBase LR SFP+	8	Proline Options equivalent offering	$ 143.00	$ 143.00	$ 1,144.00	$ 1,144.00
Required	Proline Options	FG-TRAN-QSFP+LR-PRO	40G Fiber QSFP+ Long-Range (40GBase-LR4) Transceiver	4	Proline Options equivalent offering	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00
Required		Installation incl. labor	Professional services for deployment, migration, cutover, validation, and documentation			$ 13,000.00	$ 13,000.00	$ 13,000.00	$ 13,000.00
					SUB-TOTAL			$352,384.00	$ 164,246.40
					10.5% SALES TAX			$ 8,825.71	$ 8,825.71
					SHIPPING/HANDLING			$ -	$ -
					TOTAL COST			$361,209.71	$ 173,072.11

STATEMENT OF WORK

Project Name:	Fortinet Firewall Migration	**Seller Representative:** Jon Gentile +1 (818) 2541711 jjg@cdwg.com
Customer Name:	NORWALK-LA MIRADA UNIFIED SCHL DIST	
CDW Affiliate:	CDW Government LLC	
Date:	February 13, 2026	**Solution Architect:** Kent Johnson David Barron
Drafted By		**Specialty Resource** Jarrod Pagac

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and NORWALK-LA MIRADA UNIFIED SCHL DIST ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain SPURR MASTER CONTRACT: SMC-TN-048 (Network Infrastructure Equipment and Services)between CDW Government LLC and SPURR, effective February 7, 2022 (the "**Agreement**") If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

Project Scope

Seller will provide professional services to assist with the migration and implementation of a security solution leveraging the Fortinet security platform. Customer is acquiring new FortiGate 2600F firewalls to replace existing FortiGate firewalls. The professional services engagement includes:

- FortiGate 2600F NGFW Migrations

Firewall Project Overview

Approach

Seller will follow a phased approach to deliver the services shown above. The following phases will be utilized to achieve the objective stated above.

Project Kick-Off Meeting

Seller will begin with a project kick-off meeting with Customer core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the scheduling of the first engineering discovery session

- Knowledge transfer and review of your company and vision
- Review of Customer-provided information and clarification of questions
- Review of goals for the project

Firewall Discovery and Requirements Gathering

During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Fortinet solution. During this phase, Seller will work with key Customer project stakeholders to:

- Identify Customer's business and technical requirements
- Review Customer's existing infrastructure that is relevant to the success of the project
- Discuss FortiGate firewall management, features, and capabilities
- Discuss Customer's security policy and methods for enforcement leveraging FortiGate firewall appliances
- Review Customer's existing firewall configuration
- Review requirements for firewall policy migration leveraging Fortinet's FortiConverter firewall migration Tool

Planning and Design

During the Planning and Design phase, Seller will work with customer to design the Fortinet solution and plan the firewall implementation. This phase may include but not limited to the following items:

- Plan implementation activities based on information collected during the requirements gathering phase
- Review required network architecture changes needed to accommodate the new firewall(s)
- Placement of firewall(s) along with physical and logical connectivity
- Plan and design firewall rules and NGFW features
- Document the proposed design and conduct a review with key Customer project stakeholders

Implementation and Testing

Customer and Seller will implement the Fortinet solution to satisfy the requirements and design that were discussed in the Discovery phase of the project. This phase may include but not limited to the following items:

- Configure and Implement FortiGate firewall appliance based on the design and planning phase
    - Perform any necessary reimaging or updates to software to accommodate design
    - Physical and logical connectivity
    - Security Zones
    - Static and/or dynamic routing
    - NAT/PAT policies
- Test FortiGate firewall solution for proper operations
- Migrate existing firewall policy leveraging the Fortinet's FortiConverter firewall migration tool

Solution Cutover

Cutover - Seller will work with Customer to move the FortiGate firewall solution into production. The firewall cutover will take place during a scheduled maintenance period. Once the cutover is complete Seller will work with Customer to test the FortiGate firewall solution for proper operations. In addition, Seller will assist Customer with required application testing to validate firewall policy and configurations.

First Day of Support

First Day of Support - On the first product day following the cutover, Seller will provide day one support to assist the customer with any issues that may be present. Seller will review configurations and make modifications to the firewall configuration as needed to account for the Customer's unique environment.

Firewall Tuning

Firewall Tuning - Seller will perform a firewall tuning session following the first day of support within (2) week(s) of the initial firewall deployment.

Project Closure

The Seller project team will participate in a project closure meeting where the project history will be reviewed, and the final project documentation will be delivered to the Customer.

Customer Responsibilities

1. Providing Seller staff with appropriate physical and/or network access to perform tasks defined in this statement of work.
2. Providing all change control procedures, notifications, and maintenance windows that are necessary for the performance of this project.
3. Providing a resource who is familiar with the existing firewall solution.
4. Providing any hardware, software, and/or certificates that are required for installation.
5. Providing a repository for Backups that will be performed prior to upgrading firewall(s).
6. Configuring LDAP, RADIUS, or Active Directory environment when integrating with the Fortinet solution. Seller will provide guidance on the required configuration for integration.
7. Providing documentation for required connectivity through the firewall that includes source IP, destination IP, port, protocol information, and network address translation requirements. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
8. Racking, cabling, and powering of all equipment. Customer to verify there is adequate power, UPS, rack space, and network connectivity for the devices included on the bill of materials.
9. Performing application testing during cutover(s).
10. Providing a supported virtualization environment for any Fortinet components that are to be virtualized.
11. Ensuring all Fortinet devices are enrolled into Fortinet's support website.

Project Assumptions

1. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
2. Project will require Customer to migrate firewall policies from an old firewall to the new FortiGate firewall platform. As a part of the firewall migration effort, Seller assumes that:
    - Hours estimated to complete the project is based on Seller leveraging Fortinet's FortiConverter firewall migration tool to convert existing firewall interfaces, static routes, objects, NAT/PAT, Access Control Policies, and L2L tunnels.
    - Existing firewall configurations will be migrated 'as-is'
3. Seller will lead up to one (1) four (4) after-hour cutover session(s). Seller can accommodate more cutover sessions through a Change Order.
4. Training documentation is not part of this project.
5. Work can be performed remotely.
6. Additional service hours may be required as a result of changes or other unforeseen complexities as determined during the project.

Out Of Scope

Tasks outside this SOW include, but are not limited to:

1. Configuration of any other network equipment not directly related task of implementing and/or upgrading the FortiGate firewall solution.
2. Racking, cabling, and powering hardware equipment.
3. Certificate distribution of certificates or configuration of existing PKI solution.
4. Configurations or designs not supported by Fortinet.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

Item(s) Provided to Customer

Item	Description	Format
Migration Plan	A document that details the firewall migration plan	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

Project Manager

Seller will assign a project management resource to perform the following activities within the Scope of the Project:

- Day-to-day project management.
- Project status meetings and reports on a regular cadence schedule based on agreement with stakeholders to include action items, tasks completed, tasks outstanding, risks, issues and key decisions.
- Provides project schedule or plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration.
- Partners with Project Team and Customer to define the appropriate project management processes and procedures that will be followed. Ensures alignment between project outputs and outcomes and the Customer's goals and objectives.
- Provides effective leadership to the project team. Oversees completion of project and effectively manages scope, timelines, dependencies, risks, costs, and budgets.
- Facilitates Change Orders and administrative tasks, as necessary, leveraging Seller's project change control process
- Documents and distributes meeting notes/action items
- Coordinates and facilitates project closure meeting and project closure documentation.
- Creates and distributes escalation and contact lists
- Acts as the main Point of Contact to Customer, if requested

Upon completion of the Services, CDW will submit a Completion Document to Customer. Customer will return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If Customer reasonably believes that CDW failed to substantially complete the Services in accordance with this SOW, Customer will notify CDW in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from Customer's receipt of the Completion Document. If CDW does not receive the signed Completion Document or written notification of the reasons for rejection within five (5) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.
This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be $13,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Upon Completion	100%	$13,000.00
Totals	**100%**	**$13,000.00**

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Travel time will not be billed for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
Norwalk-La Mirada Unified School District	12820 Pioneer Boulevard, Norwalk, CA 90650

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**NORWALK-LA MIRADA UNIFIED SCHL DIST**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	12820 PIONEER BLVD, ACCTS PAYABLE
Vernon Hills, IL 60061	NORWALK, CA 90650-2875

Enhance threat protection with next-generation firewalls.



Next-Generation Firewalls (NGFW)

Your firewall plays a critical role in protecting your network, but those firewalls are up against cyber threats that are evolving faster than ever. Hackers don't take days off — every new software update presents an opportunity for attackers to exploit vulnerabilities. Firewall hardware should be assessed at year two and replaced by year three to maintain peak performance. Virtual firewalls can last longer but require regular resource checks. Waiting for end-of-life or support announcements puts your network at risk. CDW makes upgrading to the latest next-generation firewalls seamless, providing expert guidance, top-tier vendor partnerships, and end-to-end support to ensure your next-generation firewall delivers stronger protection, better performance and long-term security resilience.

Next-Generation Firewalls can help you achieve:

Reliability **Increased Performance** **Reduced Risk**

Finding the Right Solution

Legacy firewalls struggle to provide the visibility, control and performance needed to defend against modern attacks. Next-generation firewalls (NGFW), however, offer enhanced security features, improved network efficiency and better support for cloud and remote work environments — ensuring your organization stays protected.

NGFWs go beyond basic "allow or block" rules by offering advanced security features that improve protection and efficiency:

- **Advanced Threat Protection:** Detect and block cyber threats in real time with intrusion prevention systems (IPS) and deep packet inspection (DPI).
- **Application-Aware Security:** Gain granular control over applications to prevent unauthorized access and reduce risk.
- **Integrated VPN and Zero Trust:** Secure remote access with stronger encryption and implement Zero Trust policies to limit attack surfaces.
- **Cloud and Hybrid Readiness:** Enforce security policies across on-prem, cloud and hybrid environments seamlessly.
- **Better Performance and ROI:** Reduce costs by consolidating security functions while improving efficiency.

CDW partners with leading firewall providers, including Cisco, Fortinet and Palo Alto Networks, making it easy to find the right solution for your environment. Our experts can also assist with deployment, policy optimization and ongoing security best practices to maximize your investment.

CDW's full lifecycle of Services can support your organization no matter where you are on your journey

Design → Orchestrate → Manage

On-Premises → On-Journey → Cloud-Based

A LEADER IN FIREWALL SERVICES

Our experienced engineering team has experience across a broad range of cloud and on-prem environments. CDW holds the highest level of partner status with Fortinet, Palo Alto Networks and Cisco.

Cisco

- Partner of the Year
- 5x Cisco Master Partner
- #1 Cisco Partner for North America
- Gold-Level Partner and Integrator
- Cisco Technical Specializations:
  - Core Security
  - Extended Detection and Response (XDR)
  - Secure Networking
  - Secure Network Management
  - Solution Secure Access Service Edge (SASE)

Palo Alto Networks

- 8x Partner of the Year
- Americas Partner of the Year
- Global Partner of the Year
- Diamond Innovation Partner (10+ years)
- Authorized MSSP Partner
- Authorized Training Partner

Fortinet

- 5x Partner of the Year
- Largest Fortinet Partner
- Highest Partner Certification
- Authorized Training Center

Services Overview

CDW offers many firewall solutions and services, including:

Capability	Available
Next-Gen Firewalls and Deployment	
Firewall Procurement and Licensing • CDW simplifies the acquisition process, helping organizations select and purchase the right next-generation firewall at advantageous pricing, with flexible licensing options to meet business needs.	✓
Hardware and Virtual Firewall Deployment • Get expert guidance on deploying physical appliances for on-premises security or virtual firewalls for cloud and hybrid environments.	✓
End-of-Life and Firewall Upgrades • Avoid security gaps by proactively upgrading aging firewalls before vendors discontinue support, reducing risk and downtime.	✓
Enhanced Security and Optimization Services	
Firewall Configuration and Policy Setup • Ensure optimal security with properly configured firewall rules, intrusion prevention systems (IPS) and application-layer filtering.	✓
Threat Intelligence and Automated Security • Leverage real-time threat intelligence and automated security updates from leading vendors to stay ahead of evolving threats.	✓
Zero Trust and VPN Security • Implement Zero Trust Network Access (ZTNA) and secure VPN solutions to protect remote users and enforce granular access policies.	✓
Cloud and Hybrid Firewall Integration • Ensure seamless firewall policy enforcement across on-prem, cloud and multi-cloud environments for consistent security.	✓
Managed Firewall Services and Support • Offload firewall management with CDW's vendor-certified managed services, including monitoring, updates and troubleshooting.	✓
Security Analytics and Logging • Gain deep visibility with real-time log monitoring, behavioral analytics and automated threat detection for faster incident response.	✓
Firewall Health Checks and Performance Optimization • Assess existing firewalls to identify misconfigurations, bottlenecks and outdated policies, ensuring peak performance.	✓

Services for NGFW Leaders

CDW offers solutions and services for today's leaders in next-generation firewalls, including:

Cisco Partner · Fortinet · paloalto NETWORKS

To learn more about Next-Generation Firewalls (NGFW), contact your account manager or call 800.800.4239.

CDW

CDW Managed Services

We can help reduce the strain of next-generation firewall management.



CDW Managed Security Services for Next-Generation Firewalls (NGFW)

Security teams are inundated with inaccurate, incomplete alerts. Today's siloed security tools force analysts to pivot from console to console to piece together investigative clues, resulting in painfully slow investigations and missed attacks. Even though they've deployed countless tools, teams still lack the enterprise-wide visibility and deep analytics needed to find threats. Faced with a shortage of security professionals, teams can leverage CDW to simplify security operations. CDW's Managed Security Services bring mature processes and industry experts to support your security threat landscape. With full support for the top four NGFW vendors, our Security Operations Centers have the expertise to provide 24x7x365 coverage, enhancing your cyber resilience.

CDW Managed Security Services for Next-Generation Firewalls (NGFW) can help you achieve:

Operational Efficiencies | **Reliability** | **Reduced Risk**

Finding the Right Solution

A managed Next-Generation Firewall offers several advantages compared to an unmanaged or traditional firewall. Some of the key advantages of a managed NGFW include:

- **Enhanced Security:** CDW supports advanced security features and capabilities beyond those of traditional firewalls. This includes features such as intrusion prevention systems (IPS), application awareness, user identity-based controls, threat intelligence integration and SSL inspection.
- **Centralized Management:** CDW provides centralized management of multiple firewall instances across your network. This centralized approach simplifies the configuration, monitoring and enforcement of security policies.
- **Proactive Monitoring and Threat Response:** CDW's Managed NGFW service is supported by our SOC teams and security experts. We proactively monitor network traffic and security events, analyze logs, detect anomalies and respond to potential threats with industry-leading Service Level Agreements.
- **Regular Updates and Patching:** CDW ensures your firewall software, security rules and threat signatures are kept up to date. This includes regular updates, patches and firmware upgrades, which are essential for maintaining an effective security posture.
- **Expertise and Support:** CDW's team of security experts have in-depth knowledge and experience in firewall management and cybersecurity. Our experts assist with firewall configuration, policy optimization, troubleshooting and incident response.
- **Scalability and Flexibility:** CDW's services are designed to scale with your needs. As your network grows or changes, additional firewalls can be easily deployed and managed under CDW's support umbrella.

CDW's full lifecycle of Services can support your organization no matter where you are on your journey

Design → Orchestrate → Manage → On-Premises → On-Journey → Cloud-Based

CDW + SECURITY

Each new technology in your tech stack has the potential for greater scalability, agility and efficiency — but they also introduce risk. At CDW, we help integrate and secure these systems while keeping your organizational outcomes top of mind.

- CDW employs more than 500 dedicated security coworkers
- Our Managed Security Service Provider (MSSP) program has operated since 2007
- Managed Services are SOC2 and ISO 27001 Certified
- Our mature process automation leverages Palo Alto Networks XSOAR and machine learning
- We provide customizable engagement models, including dedicated staff support
- CDW has established relationships with top-tier cybersecurity vendors
- CDW's security practice drives $2B in annual revenue
- ITIL processes are supported by a ServiceNow ticketing system and customer portal

Services Overview

CDW Managed Security Services for Next-Generation Firewalls include the following core activities:

CDW Managed Security Services for Next-Generation Firewalls	On-Demand Support	24x7x365 Support
24x7 year-round monitoring and alert management		✓
Assigned principal security consultant and account manager		✓
Investigation of every alert and incident		✓
Integration with CDW orchestration and automation engine		✓
Machine learning to enhance offense and ticket flow		✓
CDW's managed security threat intelligence feeds		✓
Support for standard, high availability, virtual and cloud NGFWs		✓
URL and content filtering		✓
Intrusion Prevention Systems		✓
Global management platform		✓
Application layer access control		✓
User and user group policies		✓
VPN management		✓
Visibility into network application traffic and security events		✓
Proactive change control and policy support		✓
Incident response retainers	✓	
Virtual CISO and project staff	✓	

Proofpoints

45K
Security solutions delivered

5K
Security assessments completed

500+
Dedicated security coworkers

500+
Security industry certifications

Top-Tier Partner Relationships

Support is available for the following NGFW providers:

Cisco Partner

Check Point

Fortinet

paloalto Networks

To learn more about CDW Managed Security Services for Next-Generation Firewalls, contact your account team or call 800.800.4239.

CDW

CDW Professional Services

Master Fortinet solutions with career-boosting training and certifications.



Technology Training for Fortinet

Organizations worldwide want to hire credentialed cybersecurity professionals but struggle to find them. Fortinet training from CDW helps ensure your skills are always in demand.

If you're a cybersecurity professional responsible for deployed Fortinet solutions or are looking to broaden your skillset and certifications, take advantage of Fortinet Network Security Expert (NSE) training from CDW. Building up technology-specific cybersecurity knowledge allows you to deliver even greater value to your organization and strengthen its overall security posture.

Technology Training for Fortinet can help you:

- **Maximize ROI**
- **Acquire Skills**
- **Prepare for Certification**

Finding the Right Solution

As a Fortinet Authorized Training Center, CDW offers a range of popular Fortinet courses, including FortiOS Administrator, FortiManager and FortiAnalyzer Administrator — all taught by Fortinet Certified Trainers.

Fortinet is a driving force in the evolution of cybersecurity, with a mission to secure people, devices and data everywhere and a commitment to help close the global skills gap. Fortinet's portfolio of enterprise products is trusted by more than 700,000 customers worldwide.

Expertise
Certified instructors approved by both Fortinet and CDW.

Timeliness
Training that reflects the latest product releases.

Flexibility
We offer both public and private sessions delivered in person or virtually.

CPE credits
Fortinet is an ISC2 continuing professional education (CPE) submitter. Students who successfully complete our courses will earn 1 CPE for each hour of Fortinet NSE training.

CDW + FORTINET TRAINING

Fortinet provides the largest integrated offering of cybersecurity products on the market today. Fortinet solutions are among the most deployed, most patented and most validated in the industry.

Proofpoints

84%
of organizations have experienced one or more security breaches in the last 12 months.

82%
of organizations say they would benefit from cybersecurity training in the form of certifications.

73%
of organizations say it's hard to find people with technology-focused certifications.

Technology Training for Fortinet

The following training courses for Fortinet solutions are available from CDW:

Course	Length	Training Credits	Cost
FortiOS Administrator • Learn how to use the most common FortiGate features.	4 days	✓	$3,800
FortiSwitch Administrator • Deploy, provision and manage a FortiSwitch with FortiGate using FortiLink.	3 days	✓	$2,850
FortiAnalyzer Analyst • Gain the practical skills of a SOC analyst using FortiAnalyzer for centralized logging and analytics.	1 day	✓	$950
FortiSASE Core Administrator • Deploy and manage FortiSASE to provide secure internet access and protect access to SaaS applications.	1 day	✓	$950
SD-WAN Core Administrator • Learn the basics of SD-WAN deployment scenarios using the Fortinet Secure SD-WAN solution.	2 days	✓	$1,900

Certifications

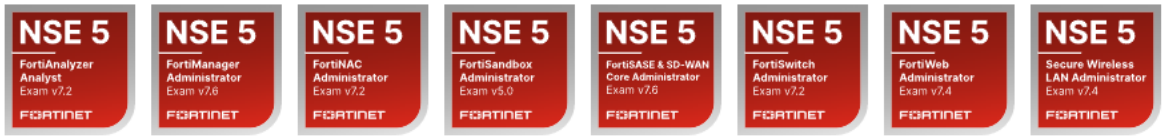
Fortinet Certified Professional (FCP)

The Fortinet Certified Professional certifications validate your ability to secure networks and applications by deploying, managing and monitoring Fortinet cybersecurity products. Each certification's curriculum covers the day-to-day tasks related to Fortinet devices.

To achieve these certifications, you are required to pass the NSE 4 exam and one NSE 5 exam:

Professional | NSE 4 + One NSE 5





Fortinet Certified Solution Specialist (FCSS)

The Fortinet Certified Solution Specialist certifications validate your ability to design, administer, monitor and troubleshoot Fortinet cybersecurity solutions. Each certification's curriculum covers security infrastructures using advanced Fortinet solutions.

To achieve these certifications, you are required to pass one NSE 6 and one NSE 7 exam:

Solution Specialist | One NSE 6 + One NSE 7



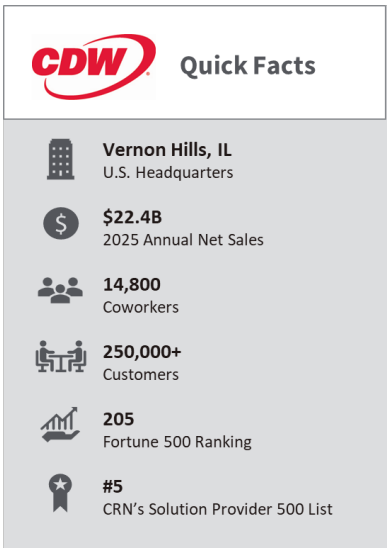


Contact your CDW account team or email authorizedtraining@cdw.com.

FORTINET Premier Authorized Training Center

CDW

CDW Government Overview



CDW Government LLC (CDW•G) is the wholly owned subsidiary of CDW LLC, a leading multi-brand technology solutions provider to corporate and public sector customers in the U.S., U.K., and Canada.

Founded in 1984, CDW currently employs 14,800 coworkers worldwide. Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions. Our sales and service delivery teams are organized by segment and geographic regions. We have an expansive network of offices near major cities and a large team of customer-facing coworkers - including field sellers, technology specialists, and advanced delivery engineers - across the country.

CDW's sustainable growth and continued financial stability – growing from $4 billion net sales in 2001, to $22.4 billion in 2025 - serve to assure Norwalk La Mirada USD that we are here to stay and can support you through the life of this contract and beyond.

We are a trusted partner to more than 15,000 school districts.

K-12 Education Expertise

For more than 30 years, CDW Government has helped schools leverage technology to achieve great educational outcomes. With more than **200 government and education contracts**, we are one of the nation's largest direct-response providers of multi-brand technology products and services. We closely monitor emerging technologies to stay at the forefront of innovation and proactively expand our offerings and certifications to support your evolving needs.

Products and Partnerships	Total E-Rate Solutions

More than **100,000 products** from more than **1,000 vendors** including leading networking OEMs such as: APC, Cisco, Cradlepoint, Extreme Networks, Fortinet, HPE, Aruba, Juniper, Kajeet, Leibert, Palo Alto, Ruckus, Starlink, and more.	▪ **Category One**
	  ▪ C1 Network Equipment
	  ▪ Wireless Hot Spots and Bus WiFi
	▪ **Category Two**
	  ▪ Internal Connections
	  ▪ Basic Maintenance of Internal Connections
	  ▪ Managed Internal Broadband Services
	▪ **Pilot Program**: Cybersecurity

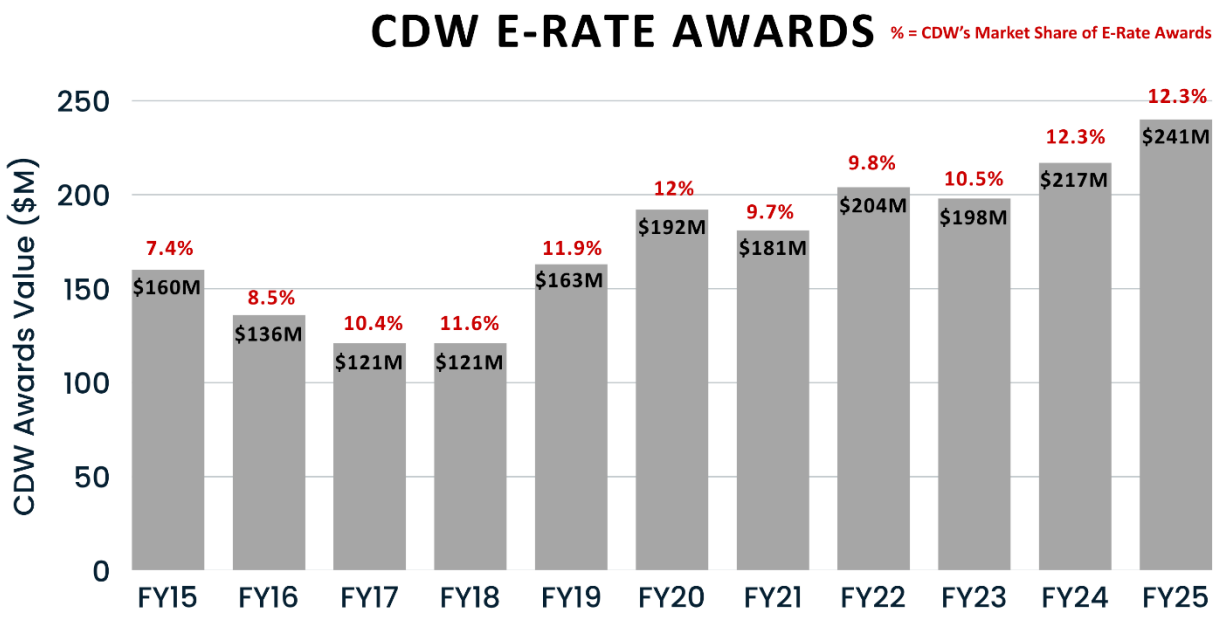
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A Powerful E-Rate Partner

We have nearly 30 years of experience delivering successful outcomes for E-Rate funded projects. CDW Government has been participating in the E-Rate program since 1998.We are the largest Category 2 provider nationwide, delivering two-times the amount of Category 2 E-Rate projects than our next closest competitor. Since the E-Rate Modernization in 2015, we have been awarded **over 20,816 E-Rate projects totaling over $1.9B** in equipment delivered to eligible entities throughout the United States.





Proven Management Approach

Due to our streamlined and best-practice system of checks and balances, **we have never lost funding for a school,** as substantiated by numerous audits and PIA reviews. Our dedicated internal K-12 and E-Rate resources help ensure accurate invoicing and contract compliance, as well as provide knowledgeable resources and guidance as you navigate your E-Rate journey.

- **E-Rate Program Management Team** offers knowledge, assistance, and advisement, as well as ensures contract compliance.
- **E-Rate Funding Team** ensures expert handling of both BEAR and SPI E-Rate invoicing by accounts receivable specialists.
- **K-12 Education Strategists** focus on helping you implement solutions attuned to your needs, with realistic budget constraints in mind.

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Support Resources for Norwalk La Mirada USD

When you work with CDW•G, you grow your IT team. Your **dedicated account management resources** work to become trusted members of your team, tailoring a piece of equipment or an entire network to deliver effective and sustainable results.

Account Management Resources	
Tyson Lagoni Executive Account Manager (877) 325-3388 tylag@cdw.com	**Valerie Hanrahan** Sales Manager (877) 663-8570 valeban@cdw.com
Jon Gentile Client Executive (818) 254-1711 jjg@cdwg.com	**Alex Miles** Director Area Sales (312) 705-4052 alemile@cdw.com

Our **E-Rate Program Management** team offers eligible entities their knowledge, assistance, and advisement on E-Rate matters, including program compliance. The team prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. They ensure that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for you to complete.

Our **Funding Solutions** team can help E-Rate applicants understand compliance with rules and regulations. They advise on the appropriate engagement after Form 470 filings and work with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant. Our E-Rate Team assists applicants with PIA reviews, preparation of Bulk Upload Attachments, and product eligibility reviews as part of the Form 471 process.

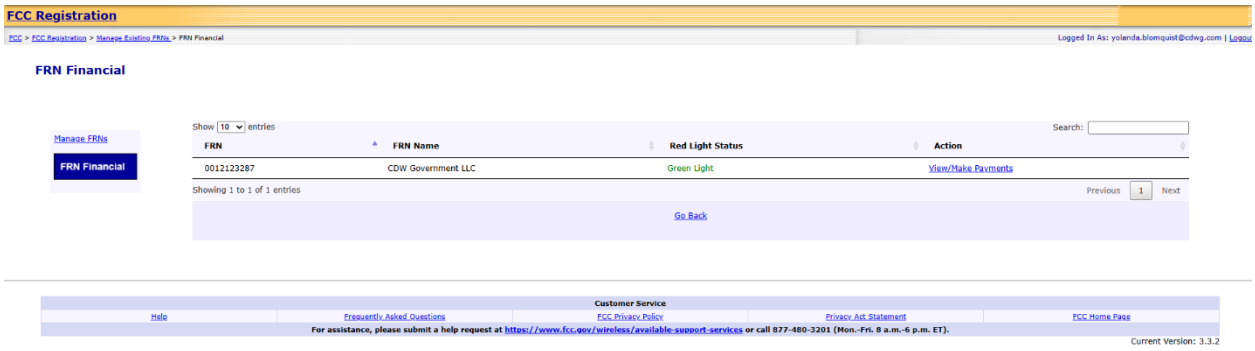
Primary E-Rate Resources	
Mandi Maricque Manager, Program Management – K12 224.315.2047 amanda.maricque@cdwg.com	
Countersignature / Post Award Inbox: 470Award@cdwg.com	
Additional E-Rate Resources	
Dave LeNard Business Development Manager, E-Rate	**Amy Passow** Senior Manager, Education Funding Solutions
Deb Orts Contract Analyst	**Kim Lowry** Account Receivable E-Rate Invoicing Consultant

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FCC FRN E-Rate Display System Status

The screen shot below is from **July 22nd, 2025**. CDW•G remains in **Green Light Status**.



Upon request, CDW•G can provide an updated screenshot.

- Spin #143005588
- FCC Registration #0012123287

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Helpful Hints for Preparing Form 471

Things to consider when preparing your funding request (Form 471):

- Enter only one manufacturer part number per line item (do not bundle part numbers)
- All software should be requested under IC, Software
- Even when bundled with warranty support from manufacturer for purchase, as long as warranty cannot be purchased on its own
- If you live in a state that has applicable taxes, such as AR, NC, CA, AZ, WA, make sure to include those taxes on your FCC Form 471.
- If warranty can be purchased separately, then it should be separated for funding request, and warranty funding requested under Basic Maintenance
- Warranty only part numbers should be requested under Basic Maintenance
- List months of service, should only be for coverage July 1 – June 30 (Funding Year)
- List hardware supported part number
- List site where hardware sits
- CDW•G can complete Bulk Submission Forms if chosen as the service provider for your funding request. Please email E-Rate@cdw.com for assistance.

Additionally, **please note** - upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to **tylag@cdw.com** and 470award@cdwg.com. Please see **E-Rate Order Process** information on the following page for further details.

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E-Rate Order Process

Ordering

Purchase orders shall be submitted through electronic means (email, EDI, etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

Required Information

All orders must include:

- Contact name, Phone number
- Purchase order number
- Part number, Product description
- Pre-discount and discounted product price
- Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- Ship to location, Bill to location
- FCC Form 471 Number (also known as Application Number)
- FRN for each part number
- Billing method (BEAR – Form 472 or SPI – Form 474)
- "Net 30 Terms"

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER. PO TOTAL SHOULD REFLECT FULL PURCHASE PRICE OF ORDER.

Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller.

IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSITITUTION.

Price

Price shall be as stated in the quotation attached hereto as Exhibit I by CDW-G account manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

Payment Terms (Customer must choose one)

a. **Form 474 Service Provider Invoice (SPI) Method**: Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall

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pay the invoiced amount (non-discounted amount owed by Customer) within thirty (30) days from date of invoice

b. **Form 472 BEAR Method**: Seller will invoice Customer for pre-discount amount of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

Payment Method

In adherence to Federal E-Rate compliance regulations, CDW-G's quoted price is all-inclusive of any and all discounts, if applicable. No further discounts will be applied during time of invoice. All payments for both methods shall be submitted to the address presented below WHERE APPLICABLE:

ACH PAYMENT INFORMATION:	CHECK PAYMENT INFORMATION:
E-mail Remittance To: gachremittance@cdw.com	CDW Government
THE NORTHERN TRUST	75 Remittance Drive Suite 1515
50 SOUTH LASALLE STREET	Chicago, IL 60675-1515
CHICAGO, IL 60675	
ROUTING NO.: 071000152	
ACCOUNT NAME: CDW GOVERNMENT	
ACCOUNT NO.: 91057	

1. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
2. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

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Appendix

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Implementation Plan

Tasks for First Two Weeks (Sample Version)

Upon award, your Account Management Team will remain in constant contact with key employee(s) at each location to implement the contract and ensure total satisfaction. CDW•G will make this process as seamless as possible and will follow the work plan that has been developed. In addition, if requested, CDW•G will facilitate any necessary meetings via teleconference, videoconference, or in person, pending appointment, at your location or ours, to ensure that the process meets your expectations.

While there can be challenges to implementing a project of any scale, CDW•G tries to minimize potential problems upfront. We will need Norwalk La Mirada USD to provide the following in a timely manner in order to facilitate the implementation process:

- Updated contact information for all key personnel
- Information regarding product forecasts
- Standardized product list
- List of authorized users and restrictions
- Imaging specifications
- Specific reporting requirements
- Permission for CDW•G to be listed on manufacturer agreements.

During the implementation process, any problems or concerns should be directed to your account manager for immediate resolution. The following implementation plan demonstrates how CDWG will work with you to successfully implement this project.

Task	Week 1	Week 2
Account Management Set Up		
• Introduce key customer contacts to CDW•G Account Team • Introductory letter/phone contact/ site visit	X	
• Gather/confirm general customer information • Contacts: phone, email, fax • **Norwalk La Mirada USD**'s locations and addresses	X	
• Outline customer's procedures and requirements, i.e. ○ Frequency of contact/schedule ○ Turnaround expectations (quotes) ○ Reporting	X	
• Conduct walkthrough or webinar: Account Center		X

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CDW•G Capabilities and Support		
• Make contact with Account Specialists, as needed		X
• Review technical support options	X	
• Review customer service processes (i.e., returns)	X	
Customer Financial Arrangements		
• Complete forms for credit approval	X	
• Complete financing application		X
Product Specific Needs and Services		
• Arrange conference call(s) with manufacturer(s)	X	
• Develop product forecasts	X	
• Process and test image(s)		X
• Customize asset tag/schedule asset tagging		X
• Input customer installation/configuration specifications		X
Procurement and Management Systems		
• Standardize products through your Account Center • Create bundles		X
• Set up purchase authorizations and controls		X
• Establish account linking		X
• Set up software license tracking system		X
• Implement asset tracking system		X
• Investigate or link with e-procurement programs and third parties		X
• Utilize EDI for invoicing and/or ordering functions		X
Pricing		
• Have CDW•G listed on all manufacturer contracts		X
• Enter pricing information into contract management system		X
Optional Systems/Services		
• Finalize staging agreement		X
• Finalize minority/disabled small business partnership		X
• Arrange for onsite services		X
• Select appropriate training programs		X
• Set up Employee Purchase Program		X

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K-12 Funding and Other Resources

We know your need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor partner that shares a passion for education and continued development. Our teams, and our partners, are dedicated to supporting the full scope of Norwalk La Mirada USD's technology and all your program goals. Following are highlights of the value-adds we offer our education customers.

Get Ed Funding Overview

CDW•G sponsors **GetEdFunding.com**, a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. Through sponsoring this resource, CDW•G's mission is to help educators and institutions discover the funds they need to supplement tight budgets to achieve your goals and take learning to the next level.

Monitored daily, **GetEdFunding.com** can reduce the energy your teachers are spending to search for programs and money. You can finetune your search based on key concepts and 21st century skills and themes. Once you are registered on the site, you can save the grants of greatest interest to return to later. The funding opportunities listed are already available and applicable to standard learning paths. For example, there are more than 60 STEM specific programs currently available for application. Please reach out to your account manager for more information.

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Proposal

FOR:

Norwalk-La Mirada Unified School District
108335

FCC Form 470 Number 260016756

Original

PREPARED BY:
Sonia Godoy,
Account Manager







AMS.NET | MGT

AMS.NET

MGT

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AMS.NET

MCT

Section 1

Norwalk-La Mirada Unified School District
RFP ID: Form 470 #260016756 for SPURR
E-Rate 29

The AMS.NET team is pleased to present the following proposal to Norwalk-La Mirada Unified School District. This proposal outlines the products, technologies, and services offered by our organization. With more than 25 years of experience delivering measurable business outcomes to similar organizations, AMS.NET brings deep industry expertise, a strong technology vision, and a highly skilled team to ensure a successful implementation and an exceptional customer experience.

AMS.NET / MGT agrees to all terms and conditions, including the timelines and completion dates outlined in the RFP. The pricing included herein is based on our interpretation of the BID requirements.

For this project, we have included pricing for a five-year Cisco Enterprise License Agreement. Please note that the district currently has available credits that were not reflected on the original spreadsheet. At this time, we are unable to provide a specific dollar amount for those credits, as the balance adjusts daily. The final credit amount will need to be confirmed once the purchase order has been issued.
Additionally, based on the installation requirements, our proposed quantities differ from those originally listed in the RFP. We have highlighted all quantity adjustments in red for clarity. We also added a separate column in the provided spreadsheet identifying any ineligible items.
All proposed pricing has been submitted under the SPURR Contract SMC-TN-049.

Grand Total: $752,740.80

Thank you so much for your time and we look forward to working with you 😊

Sonia Godoy
Account Manager
562-378-4588
sgodoy@mgt.us

Sonia Godoy

AMS.NET

MGT

Section 2

RESPONDER QUESTIONS	RESPONSES
Company Name	AMS.NET, LLC. D/B/A MGT Impact Solutions
Primary Company Contract	Sonia Godoy
Contact Email	sgodoy@mgt.us
Contact Phone	562-378-4588
How many years have your company been doing E-Rate?	29

Scope of Work Requested

Instructions: Bidder must provide pricing for each equivalent manufacturer it offers under the SPURR Contract

Required/Optional	Manufacturer (or equivalent)	Part Number (or equivalent)	Description (or equivalent)	Quantity	Comments or Other Requirements	Cost per Device	E-Rate Eligible Cost per device	E-Rate In-Eligible Cost per device	Total Cost	Total Erate Eligible Cost	Total Erate In-Eligible Cost
Required	Cisco	EA3-M	Cisco EA 3.0 BUNDLE	1		$ -	$ -	$ -	$ -	$ -	$ -
Required	Cisco	SVS-E3S-EAEMB	Cisco Network Embedded Support HW and SW	1		$ -	$ -	$ -	$ -	$ -	$ -
Required	Cisco	E3-N-NW	Networking Suite	1		$ -	$ -	$ -	$ -	$ -	$ -
Required	Cisco	E3-N-AS	Cisco DNA Switching	1		$ -	$ -	$ -	$ -	$ -	$ -
Required	Cisco	E3N-AS-S	Support for EA DNA Switching	1		$ -	$ -	$ -	$ -	$ -	$ -
Required	Cisco	E3N-C95005-A	C9500 CISCO DNA EA ADVANTAGE 48Y4C	30		$ 129.27	$ 129.27	$ -	$ 232,686.00	$ 232,686.00	$ -
Required	Cisco	E3N-C9200L2-E	C9200L 48-port CISCO DNA EA Essentials	118		$ 11.96	$ 11.96	$ -	$ 84,676.80	$ 84,676.80	$ -
Required	Cisco	E3N-C93002-A	C9300 48-PORT CISCO DNA EA ADVANTAGE	2		$ 40.25	$ 40.25	$ -	$ 4,830.00	$ 4,830.00	$ -
Required	Cisco	E3-N-CNS-CW	Cisco Networking Wireless Suite	1		$ -	$ -	$ -	$ -	$ -	$ -
Required	Cisco	E3N-CW-E	Cisco Wireless Essentials EA 3.0 LIC and Support	1		$ 4.09	$ 4.09	$ -	$ 245.40	$ 245.40	$ -
Required	Meraki	E3N-MR-E	Meraki MR Essentials EA 3.0 LIC and Support	1653		$ 3.71	$ 3.71	$ -	$ 367,957.80	$ 367,957.80	$ -
Required	Meraki	E3N-MX-S-E	Meraki MX Small Essentials EA 3.0 LIC and Support	1		$ 11.88	$ 11.88	$ -	$ 712.80	$ 712.80	$ -
Required	Meraki	E3N-MV-E	Meraki MV Large Essentials EA 3.0 LIC and Support	192		$ 5.35	$ 5.35	$ 61,632.00	$ 61,632.00		$ 61,632.00
					SUB-TOTAL				$ 752,740.80	$ 691,108.80	$ 61,632.00
					10.5% SALES TAX (if applicable)				$ -	$ -	$ -
					SHIPPING/HANDLING (if applicable)				$ -	$ -	$ -
					TOTAL COST				$ 752,740.80	$ 691,108.80	$ 61,632.00





Technology Solution **Quotation**

SAAS SUBSCRIPTION AGREEMENT- ANNUAL:
Cisco License Enterprise Agreement - 108335
2-23-26

Norwalk La-Mirada Unified School District
Quote #Q-00099369







AMS NET | MGT
AMS.NET, LLC. D/B/A
MGT Impact Solutions

AMS.NET | MGT

AMS.NET, LLC. D/B/A MGT Impact Solutions
502 Commerce Way, Livermore, CA 94551
(925) 245-6100 | Fax (925) 245-6150
www.mgt.us

Quote # Q-00099369

Introduction

At AMS.NET, part of MGT, we are trusted advisors driven by social impact. Our specialized technology and advisory solutions address the mission-critical problems that live at the top of our client's leadership agenda. From aging technology and cybersecurity threats to budgetary constraints, we take on the toughest challenges – and succeed together.

Our suite of comprehensive technology solutions, spanning **cybersecurity**, **managed services**, **SaaS**, **physical security**, **network infrastructure**, **cloud and data**, **communications**, and more empower you to effortlessly conquer your toughest technology obstacles. Please refer to our customer price quote for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

A Social Impact Commitment

DEFINED BY IMPACT

We understand how important flexibility and scalability is to Norwalk La-Mirada Unified School District, and for this reason we are providing a predictable subscription technology solution that supports your organizations goals and helps you improve the communities you serve.

MGT's Expertise

MGT brings **50 years** of experience and more than 900 professionals driving positive social change with technology and advisory solutions for education, government, and enterprise companies. We have a national presence with local engineering and cabling resources.

Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cybersecurity & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

AMS.NET | MGT
AMS.NET, LLC. D/B/A MGT Impact Solutions
502 Commerce Way, Livermore, CA 94551
(925) 245-6100 | Fax (925) 245-6150
www.mgt.us

Quote # Q-00099369

Billing Information

AMS.NET, LLC. will invoice against the contract once a purchase order is received and processed by AMS.NET, LLC. Failure to pay invoices may lead to cancellation of manufacturer subscription.

SaaS Contract Cost Summary:

Contract Term	5 Year	**Annual Total**	$150,548.16
Billing Term	Prepaid	**Total Contract**	$752,740.80

Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. Your invoice will reflect the additional usage. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to AMS.NET|MGT Renewals, at renewals@mgt.us. To cancel your subscription at the end of the initial term, please notify AMS.NET|MGT Renewals by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.

AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. In order to renew the subscription, please email a purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, in writing 45-days prior to the end-of-term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, in writing 45-days prior to the end-of-term to avoid cancellation.

Impacting communities **for good.** 800.893.3660 | www.mgt.us

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Quote # Q-00099369

Customer
Norwalk La-Mirada Unified School District
12820 Pioneer Blvd
Norwalk CA, 90650-2875 US
ATTN: Blake Van Room

Quote Description
Cisco License Enterprise Agreement - 108335 2-23-26

SPURR SMC-TN-049

Estimated Contract Start	5/12/2026
Estimated Contract Expiration	5/11/2031
Contract Term	5 Year
Billing Term	Prepaid
Modified	2/25/2026
Account Mgr.	Sonia Godoy (562) 378-4588 sgodoy@mgt.us
Inside Account Mgr.	Eric Buffington (562) 236-5313 ebuffington@mgt.us
Quote Expiration	3/12/2026

Line	Item Description	Qty	Service Term	Monthly Unit Price	Qty Years	Extended Price
1	**EA3-M** Cisco EA 3.0 BUNDLE	1	5 Year	$0.00	5	$0.00
2	**E3-N-CNS-CW** Cisco Networking Wireless Suite	1	5 Year	$0.00	5	$0.00
3	**E3N-CW-E** Cisco Wireless Essentials EA 3.0 LIC and Support	1	5 Year	$4.09	5	$245.40
4	**SVS-E3S-EAEMB** Cisco Network Embedded Support HW and SW	1	5 Year	$0.00	5	$0.00
5	**E3-N-NW** Networking Suite	1	5 Year	$0.00	5	$0.00
6	**E3N-MR-E** Meraki MR Essentials EA 3.0 LIC and Support	1653	5 Year	$3.71	5	$367,957.80
7	**E3N-MX-S-E** Meraki MX Small Essentials EA 3.0 LIC and Support	1	5 Year	$11.88	5	$712.80

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Quote # Q-00099369

8	**E3-N-AS** Cisco DNA Switching	1	5 Year	$0.00	5	$0.00
9	**E3N-C95005-A** C9500 CISCO DNA EA ADVANTAGE 48Y4C	30	5 Year	$129.27	5	$232,686.00
10	**E3N-C9200L2-E** C9200L 48-port CISCO DNA EA Essentials	118	5 Year	$11.96	5	$84,676.80
11	**E3N-C93002-A** C9300 48-PORT CISCO DNA EA ADVANTAGE	2	5 Year	$40.25	5	$4,830.00
12	**E3N-AS-S** Support for EA DNA Switching	1	5 Year	$0.00	5	$0.00
13	**E3N-MV-E** Meraki MV Large Essentials EA 3.0 LIC and Support	192	5 Year	$5.35	5	$61,632.00
14	**E3N-MV-MULTCAM-E** Meraki MV84X Enterprise Agreement	1	5 Year	$0.00	5	$0.00

Order Summary

Annual Total	**$150,548.16**
Contract Total	**$752,740.80**

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Quote # Q-00099369

Sign and return this page to your account manager to accept this proposal for SaaS Subscription- Annual.

I, the undersigned ("Customer"), hereby accept this proposal for SaaS Services(s) as detailed in the quote number **Q-00099369.** I also agree to the following:

Terms and Conditions

Payment Conditions

☐ **Yes**, Customer chooses to purchase SaaS services from AMS.NET, LLC. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

Term: 5 Year

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. If this is a Cisco SaaS agreement, the Cisco Systems Universal Cloud Agreement applies. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Year 5 Cost - Quote Total	Qty	Service Term	Monthly Unit Price	Qty Years	Extended Price
EA3-M Cisco EA 3.0 BUNDLE	1	5 Year	$0.00	5	$0.00
E3-N-CNS-CW Cisco Networking Wireless Suite	1	5 Year	$0.00	5	$0.00
E3N-CW-E Cisco Wireless Essentials EA 3.0 LIC and Support	1	5 Year	$4.09	5	$245.40
SVS-E3S-EAEMB Cisco Network Embedded Support HW and SW	1	5 Year	$0.00	5	$0.00
E3-N-NW Networking Suite	1	5 Year	$0.00	5	$0.00
E3N-MR-E Meraki MR Essentials EA 3.0 LIC and Support	1653	5 Year	$3.71	5	$367,957.80
E3N-MX-S-E Meraki MX Small Essentials EA 3.0 LIC and Support	1	5 Year	$11.88	5	$712.80
E3-N-AS Cisco DNA Switching	1	5 Year	$0.00	5	$0.00
E3N-C95005-A C9500 CISCO DNA EA ADVANTAGE 48Y4C	30	5 Year	$129.27	5	$232,686.00

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Quote # Q-00099369

E3N-C9200L2-E C9200L 48-port CISCO DNA EA Essentials	118	5 Year	$11.96	5	$84,676.80
E3N-C93002-A C9300 48-PORT CISCO DNA EA ADVANTAGE	2	5 Year	$40.25	5	$4,830.00
E3N-AS-S Support for EA DNA Switching	1	5 Year	$0.00	5	$0.00
E3N-MV-E Meraki MV Large Essentials EA 3.0 LIC and Support	192	5 Year	$5.35	5	$61,632.00
E3N-MV-MULTCAM-E Meraki MV84X Enterprise Agreement	1	5 Year	$0.00	5	$0.00

Annual Total	**$150,548.16**
Contract Total	**$752,740.80**

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Quote # Q-00099369

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by	Acknowledged and Agreed
AMS.NET, LLC.	Norwalk La-Mirada Unified School District
Signature	Signature
Name	Name
Title	Title
Date	Date

Payment Terms and Conditions

1. AMS.NET, LLC. will require a purchase order referencing this Quote # and an authorized representative must sign this proposal.

2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.

3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.

4. The laws of the state where the item is shipped will apply to this sale.

5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.

6. Cisco Cloud services purchased from AMS.NET, LLC. D/B/A MGT Impact Solutions requires the customer to accept Cisco's Universal Cloud Agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do

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not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service.

7. AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, within 45-days of the end of the initial term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, in writing 45-days prior to the end-of-term to avoid cancellation.

AMS.NET, LLC.
Tax ID: 94-3291626
C7 & C10 Contractor Licenses: 763508

Purchase Order

Please make your purchase order to AMS.NET, LLC. and email it to Sonia Godoy at sgodoy@mgt.us. You may also return it by mail to 502 Commerce Way, Livermore, CA 94551.

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Section 3

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Project References

Name of Organization: Barstow Unified School District
Address: 551 S. Avenue H, Barstow, CA 92311
Contact Person: Neale Aulakh
Email/Phone: neale_aulakh@busdk12.com, (760) 255-8174

Mass Notification System and Paging Upgrade – SPURR Contract
Original contract amount: $ 449,150.61
Contract start date: September 2024
Final completion date: July 2025

Project Description:
AMS.NET partnered with Barstow Unified School District to modernize their aging high school paging and emergency response system. The existing system was failing, and the district faced tight budget constraints. To address these challenges, AMS.NET designed a cost-effective solution that leverages existing infrastructure while introducing powerful new capabilities.

The upgrade included the deployment of a Singlewire Fusion server with licensing for Cisco IP phones and analog speakers, enabling seamless integration across communication platforms. To support zone-based paging and emergency alerts, AMS.NET is supplying zone controllers, amplifiers, and LPI integration. The team is also reusing the school's existing analog speakers—carefully toning, tagging, and rerouting wiring to the new controllers and amplifiers to minimize costs and disruption.

This project builds on the success of a previous implementations at Barstow High School, where AMS.NET installed indoor speaker/clock units, double-sided digital displays, and outdoor horns, all integrated with Singlewire InformaCast. The solution significantly improved district-wide communications and received enthusiastic feedback from staff and students alike. Due to its success, AMS.NET is now conducting site walks to expand the solution to additional campuses across the district.

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Project References

Name of Organization: Glendale Unified School District
Address: 223 N. Jackson St. Glendale, CA 91206
Contact Person: Frank Schlueter, Director, Educational Technology & Information Services
Email/Phone: fschlueter@gusd.net, (818) 241-3111 x1444

Districtwide Core & Access Layer Switching, Wireless Controllers & Access Points, Firewalls and UPS(s)
Original contract amount: $ 6,074,915.73
Contract start date: July 2021
Final completion date: July 2024

Project Description:

After a decade+ of service, Glendale Unified School District's network infrastructure—originally deployed by AMS.NET, Inc.—had reached the end of its operational lifespan. Recognizing the need to modernize, the district sought not only to replace aging hardware but also to enhance its environment to support higher performance, increased security, and improved manageability.

Project Objectives Included:

- Upgrading infrastructure to support 10 Gigabit Ethernet speeds
- Implementing the latest Power over Ethernet (PoE) standards
- Enhancing cybersecurity posture
- Improving network management capabilities

Technology Deployed:

- 1 Nexus 7706 Series Core Switch
- 32 Catalyst 3500 Series Core Switches
- 235 Catalyst 9300 Series Access Layer Switches
- 2 Catalyst 9800 Series Wireless Controllers
- 1,800 Catalyst 9120 Access Points
- 3 Cisco Firepower 4115 NGFW Appliances
- 1 Cisco Firepower Management Center 2600
- Cisco Catalyst Center
- APC Uninterruptible Power Supplies (UPS)

To help fund this large-scale project, the district strategically utilized two separate E-Rate funding cycles. This phased approach allowed for both fiscal responsibility and operational continuity. AMS.NET was re-engaged to conduct a detailed network discovery, enabling the district to inventory and assess existing hardware and develop precise equipment counts for each phase. Leveraging the SPURR contract, the district streamlined procurement and ensured competitive pricing. AMS.NET provided a full suite of professional services, including engineering, configuration, staging, installation, and end-to-end project management. This ensured a smooth transition with minimal disruption to district operations

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Project References

Name of Organization: Hawthorne School District
Address: 14120 Hawthorne Blvd., Hawthorne, CA 90250
Contact Person: Reggie Cancel
Email/Phone: rcancel@hawthorne.k12.ca.us, (310) 863-9519

District Wide VoIP and IP Paging – SPURR Contract
Original contract amount: $2,319,405.80
Contract start date: June 2020
Final completion date: September 2021

Project Description:

Hawthorne School District had a phone system that was failing, and it became increasingly difficult to find companies to support it. The district also wanted to increase security on campus, reduce notification time, and ensure everyone could hear an announcement in the event of an emergency. The district paging systems at that time was not able to provide adequate amplification and notification to all areas of the schools. The paging systems were increasingly failing. AMS.NET was brought in to discover the district needs, perform site walks at all district locations, provide equipment demos, and deliver a proposal leveraging the SPURR contract. Funding was possible through the district bond measure listing upgrades for safety/security systems. In total, AMS.NET deployed 14 voice routers, servers, over 800 phones, 650+ IP clocks and speakers, paging appliances, additional network switches where needed, and licensing to support the system for 5 years. AMS.NET cabling services were also used to run ethernet cabling to all IP clock speaker locations throughout the district.

Name of Organization: Norwalk La-Mirada Unified School District
Address: 12820 Pioneer Blvd., Norwalk, CA 90650
Contact Person: Blake Van Room
Email/Phone: bvanroom@nlmusd.org, (562) 210-2156

Core Network & Wireless Upgrade
Original contract amount: $2,149,248.53
Contract start date: December 2020
Final completion date: August 2021

Project Description:

Norwalk La-Mirada Unified School District leveraged Cares Act funding during the 2020 pandemic. They utilized AMS.NET to upgrade aging wireless infrastructure to support the increase in quantity of student and staff devices on the network. Over 1000 Meraki Wi-Fi 6 access points, that consisted of indoor and outdoor units, were deployed across the district's 34 locations. This also consisted of running Category 6A cabling to proposed access points that did not have network connectivity. The district also had site core switches at every district location that were due for replacement. AMS.NET upgraded them to switches capable of 25Gb connectivity to provide bandwidth needs for years to come. Uninterruptible power supplies were purchased and installed in the MDF of the school sites.

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Section 4

AMS.NET | MGT

AMS.NET, LLC. is Now a Part of MGT

AMS.NET, LLC. is proud to announce that it has joined forces with MGT Impact Solutions.

This strategic combination represents a significant step forward for both companies.

AMS.NET is an innovative technology solutions provider helping to advance schools, local government, and businesses throughout California. Since 1988, AMS.NET has provided technology to support organizations' network infrastructure, communication, and security needs. AMS.NET's industry expertise, technology vision, and people help maintain business continuity and reliability.

MGT is a leading provider of technology management and advisory solutions for public agencies, philanthropic organizations, and Fortune 500 companies across the U.S. and abroad. Leveraging a half-century track record and reputation, MGT's industry experts provide highly specialized solutions addressing mission-critical client priorities that improve outcomes and help organizations and communities thrive.

> **"Our combination with MGT allows us to expand our reach, enhance our service offerings, and provide a broad portfolio of solutions to clients. Together, we drive meaningful change in education technology,"**
>
> **... AMS.NET, CEO Robert Tocci.**

With AMS.NET's proven track record in education technology solutions, MGT strengthens its position as a premier "category of one" education technology provider to elevate student learning and operational resilience in K-12 schools. AMS.NET ranks as the seventh-largest Category Two service provider of E-Rate federal funding in the U.S., helping extend technology accessibility within educational institutions.

Central to this combination is the integration of AMS.NET's experienced team of 160 professionals, known for their collaborative approach and commitment to customer success. The company's commitment to enhancing business outcomes through technology solutions aligns seamlessly with MGT's mission to drive innovation and social impact through technology.

AMS.NET | MGT

Introduction

At AMS.NET, part of MGT, we are trusted advisors driven by social impact. Our specialized technology and advisory solutions address the mission-critical problems that live at the top of our client's leadership agenda. From aging technology and cybersecurity threats to budgetary constraints, we take on the toughest challenges – and succeed together.

Our suite of comprehensive technology solutions, spanning **cybersecurity**, **managed services**, **SaaS**, **physical security**, **network infrastructure**, **cloud and data**, **communications**, **cabling,** and more empower you to effortlessly conquer your toughest technology obstacles. Please refer to our customer price quote for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

A Social Impact Commitment

DEFINED BY IMPACT

Our expertise and familiarity with education, local government, and business enables us to provide Norwalk-La Mirada Unified School District technology solutions that address your unique challenges, deliver positive outcomes, and impact the communities your serve.

MGT's Expertise

MGT brings **50 years** of experience and more than 900 professionals driving positive social change with technology and advisory solutions for education, government, and enterprise companies. We have a national presence with local engineering and cabling resources.

Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cybersecurity & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

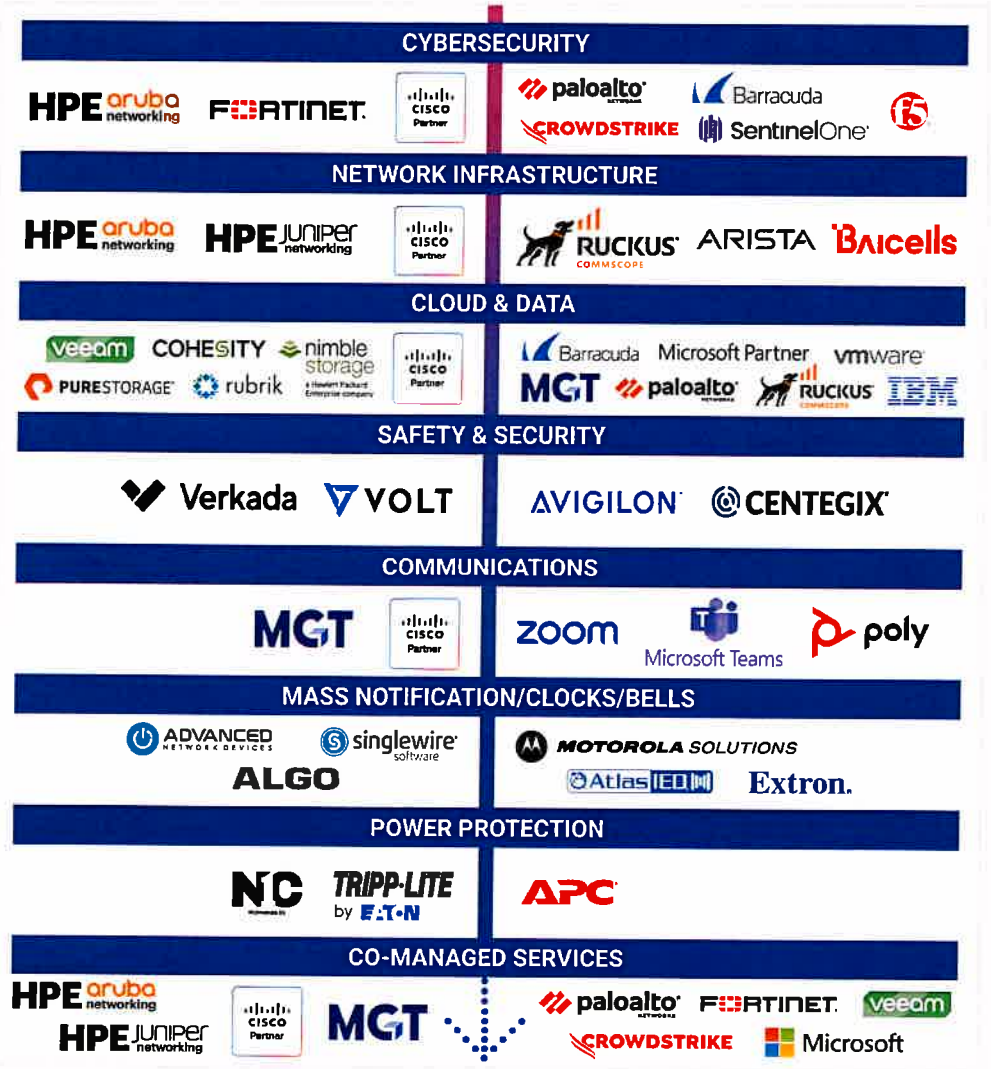
Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

AMS.NET | MGT

AMS.NET, LLC. versus the Competition

- Established proven partner in your vertical
- 180+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco, Fortinet, Palo Alto Networks, HPE Aruba Networking, HPE Juniper Networking, Verkada
- Advanced manufacturer technology specializations
- Skilled and Certified Engineers- CCIE's and other top tier manufacturer certifications in networking, security, voice
- Cabling- C-7 and C-10 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size



Impacting communities **for good.**

800.893.3660 | www.mgt.us

AMS.NET | MGT

Company Facts

General Info

Legal Name: AMS.NET, LLC.
Type: Delaware Corporation
Tax ID: 94-3291626
Years in Business: 35 Years
Number of Employees: 183
Website: www.mgt.us
Email: TechSolutions@mgt.us
Phone: (925) 245-6100
Fax: (925) 245-6150

Locations:

Southern California Regional Office: 5437 E La Palma Ave., Anaheim, CA 92806 | Phone (800) 893-3660

Central Valley Regional Office: 1155 East North Avenue, Suite 106, Fresno, CA 93725 | Phone (559) 733-1641

Livermore Regional Office: 502 Commerce Way, Livermore, CA 94551-7812 | Phone (925) 245-6100

Sacramento Regional Office: 5008 Donovan Drive Carmichael, CA 95608 Phone (800) 893-3660

License and Procurement

Contractor Licenses:
C-7 & C-10: 763508 *Expires 2/28/27*
DUNS#: 556116234
DIR#: 2000010647 *Expires 6/30/27*
FCC RN: 0012300554
E-Rate: SPIN 143005880
Microsoft MCSE's: 1673446, 2056976
Merced County FOCUS Contract: #2021092
TIPS Contract: 230105
Texas DIR ICC Contract: DIR-CPO-5389
GSA MAS Contract: 47QTCA25D00F3
SPURR Master Contract/ PEPPM Contract
SLP Agreement- Zoom, Rubrik
OMNIA Contract- Synnex, Arctic Wolf, Fortinet, Verkada

CMAS Contracts-

Algo	EMC	Panduit
Advanced Network Devices	Extron	Polycom
APC	Fortinet	Rubrik
Aruba/HPE	General Cable	RUCKUS Networks
Avigilon	Getac	Samsung
Berk-Tek	Hitachi	Singlewire
Bosch	HP	Superior Essex
Chatsworth	Labor	Targus
Cisco	Leviton	TrippLite
Cohesity	N1C	Veeam
Corning	Nimble Storage	Verkada
Eaton	Ortronics	VMware
	Palo Alto Networks	

NASPO Contracts- Arctic Wolf, Cisco, CrowdStrike, HPE, HPE Juniper Networking

Certifications and Specializations

Cisco Gold Certified Partner/
Cisco Meraki Partner
Cisco Specializations:
- Advanced Data Center Architecture
- Advanced Collaboration Architecture
- Advanced Security Architecture
- Advanced Enterprise Network Architecture
- Collaboration SaaS Authorization
- Customer Satisfaction Excellence
- Customer Experience Specialized

Partial Manufacturer List:

HPE Aruba Networking, HPE Juniper Networking, HPE, RUCKUS Networks, Palo Alto Networks, Fortinet, Barracuda, SentinelOne, Arctic Wolf, CrowdStrike, IBM, Pure Storage, Nimble Storage, Cohesity, Rubrik, Veeam, VMware Partner, Microsoft, Zoom, Poly, Singlewire, FrontRow, AtlasIED, Advanced Network Devices, Extron, Verkada, Motorola Solutions, CENTEGIX, VOLT AI, Baicells, Tripple, N1C, APC, General Cable, Panduit, Ortronics, Leviton, Berk-Tek, Hoffman, Chatsworth, Superior Essex & Others

Cisco Services Partner

Awarded to : MGT IMPACT SOLUTIONS LLC

Country Group : USA

Valid Until : July 31, 2027

cisco
Partner

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Contractor Licenses Information

Contractor Licenses C-7 & C-10

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

AMS.NET LLC

License Number 763508

to engage in the business or act in the capacity of a contractor in the following classifications:

C-7 - LOW VOLTAGE SYSTEMS
C10 - ELECTRICAL

Witness my hand and seal this day,

August 1, 2025

Issued May 24, 1999
Reissued February 3, 2025

Miguel Galarza, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV 10/17)

OSP 17 143868

AUDIT NO: 813208

Responsible Managing Officer

Bond of Qualifying Individual

- The qualifying individual ROBERT MICHAEL TOCCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 02/03/2025

BQI's Bond History

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Contractor Licenses Information

Contractor's Bond – *Continued*

Business Information

AMS.NET LLC
502 COMMERCE WAY
LIVERMORE, CA 95252
Business Phone Number:(925) 518-1104

Entity Ltd Liability
Issue Date 05/24/1999
Reissue Date 02/03/2025
Expire Date **02/28/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C-7 - LOW VOLTAGE SYSTEMS
- C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with ASCOT INSURANCE COMPANY.

Bond Number: SURU2210005415

Bond Amount: $25,000

Effective Date: 02/03/2025

Contractor's Bond History

Bond of Qualifying Individual

- The qualifying individual ROBERT MICHAEL TOCCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 02/03/2025

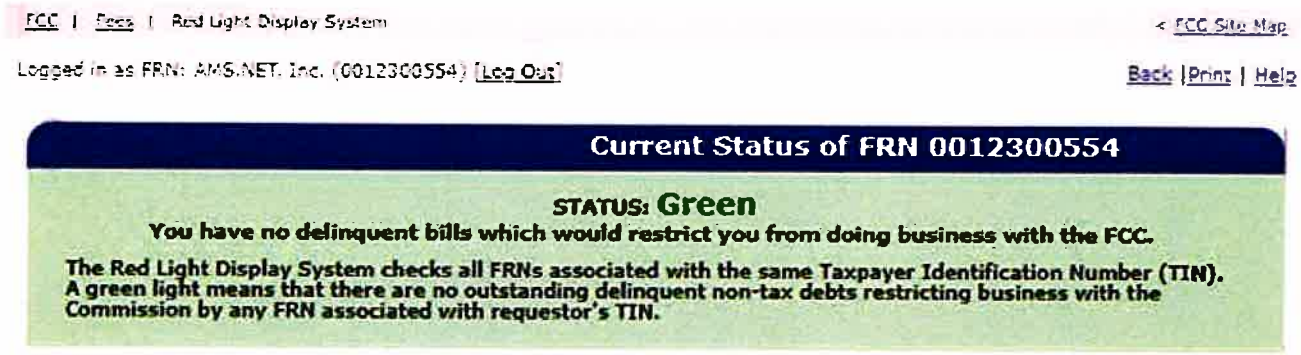
  BQI's Bond History

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FCC Red Light Display System Status

The Red Light Rule was adopted as part of the Federal Communication Commission's ongoing effort to implement the Debt Collection Improvement Act, which provides that the Commission checks to determine whether entities or individuals seeking licenses or other benefits from the FCC are delinquent in debt owed to the Commission. The Red Light Display System displays the current Green status of AMS.NET, LLC. D/B/A MGT Impact Solutions (FRN #0012300554).

Red Light Display System View



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Evidence of Coverage

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stephanie Maes
Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005 License#: 812008	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Stephanie.Maes@alliant.com
INSURED TVG-MGT Holdings, LP. AMS.NET, LLC 4320 West Kennedy Blvd Tampa FL 33609 MGTCONS-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Insurance Group — 914 INSURER B: Atlantic Specialty Insurance C — 27154 INSURER C: Westfield Specialty Insurance — 16992 INSURER D: Federal Insurance Company — 20281 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 313871688 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			711018731-0000	5/12/2025	5/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded	$ 1,000,000 $ $ $ $ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			10WBAR7J14	5/12/2025	5/12/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Professional/Cyber/Tech E&O Crime Coverage			MTP9048729 00 82647179	5/12/2025 5/12/2025	5/12/2026 5/12/2026	LIMIT LIMIT RETENTION	$5,000,000 $3,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Insurance.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AMS.NET, LLC.'s Department of Industrial Relations

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. AMS.NET, LLC. D/B/A MGT Impact Solutions is a DIR registered contractor (DIR #2000010647). Company is compliant with all public code sections 2601, 2602, 2603 for skilled and trained workforce.

Department of Industrial Relations System View



Contractor Information

Legal Entity Name
AMS.NET, LLC D/B/A MGT Impact Solutions
Legal Entity Type
Corporation
Status
Active
Registration Number
2000010647
Registration effective date
05/01/25
Registration expiration date
06/30/27
Mailing Address
502 Commerce Way, Livermore, CA 94551, United States of America
Physical Address
502 Commerce Way, Livermore, CA 94551, United States of America
Email Address
dmonaghan@mgt.us
Trade Name/DBA
License Number(s)
CSLB: 763508

Legal Entity Information

Corporation Entity Number:	202461213270
Federal Employment Identification Number:	943291626
Vice President Name:	Robert Tocci
Secretary Name:	Diana Monaghan

Agency for Service:

Agent of Service Name:	Diana Monaghan
Agent of Service Mailing Address:	502 Commerce Way, Livermore, CA 94551, United States of America

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SPAC Filing

Service Provider Annual Certification (SPAC)

A service provider must submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with program rules. Below is proof captured from the SLD website.

Purpose of Form: Form 473 is used by the service provider each funding year to certify that it will comply with FCC rules concerning invoicing and documentation. The certifications apply to the entire funding year and are required before USAC will pay invoices. A service provider may submit one Form 473 for all Service Provider Identification Numbers (SPINs) assigned to it.

SLD SPAC Filing Proof

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143005880	AMS.NET, Inc.	AMS.NET, Inc.	Robert Tocci	502 Commerce Way, Livermore, CA 94551	(925) 245-6100		1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025

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(800) 893-3660 • mgt.us

Livermore Regional Office - 502 Commerce Way, Livermore, CA 94551

Central Valley Regional Office- 1155 East North Ave., Suite 106, Fresno CA 93725

Sacramento Regional Office- 5008 Donovan Drive, Carmichael, CA 95608

Southern California Regional Office- 5437 E L a Palma Ave., Anaheim, CA 92807









Item 17.D.

Spectrum Business

Response to Form 470 for
Norwalk-La Mirada Unified School District

Form 470 Application Number: 260004943

Presented To:
Blake Van Room
12820 Pioneer Blvd.
Norwalk, CA 90650
bvanroom@nlmusd.k12.ca.us

Presented By:
Linda Garcia
Strategic Account Manager - Gov't/Ed
17777 Center Court Dr.
Cerritos, CA 90703
(714) 287-6609
linda.garcia@charter.com



Charter Communications Operating, LLC SPIN: 143050436

Spectrum BUSINESS®

Sunday, December 21, 2025

Blake Van Room
Norwalk-La Mirada Unified School District
12820 Pioneer Blvd.
Norwalk, CA 90650
bvanroom@nlmusd.k12.ca.us

Dear Blake:

Spectrum Business[1] ("Spectrum") is pleased to submit the enclosed response to your Form 470 ("Form 470"). Our response demonstrates Spectrum's ability to provide network solutions that will enable Norwalk-La Mirada Unified School District to satisfy its technology needs.

Maintaining our partnership ensures Norwalk-La Mirada Unified School District will continue to benefit from a strong telecommunications foundation and maximizes your ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country, making us one of the top service providers within the E-Rate program.

Thank you for the opportunity to respond to your Form 470. Linda Garcia is leading Spectrum's effort. Please do not hesitate to contact Linda at (714) 287-6609 or linda.garcia@charter.com.

Sincerely,

DocuSigned by:
Michael F. Allen
DA2288E642B7489...

Michael F. Allen
Manager, Sales Vertical Accounts

[1] As of February 20, 2025, Spectrum Enterprise is known as Spectrum Business. Spectrum Business is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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Appendix 13

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Norwalk-La Mirada Unified School District ("Customer") or otherwise be sufficient to create a binding contract between Norwalk-La Mirada Unified School District and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Business Agreement for Enterprise Services which incorporates the Spectrum Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/terms-and-conditions.html or any successor URL) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the Form 470.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Norwalk-La Mirada Unified School District based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission ("FCC") submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company ("USAC") requirements, an agreement incorporating the terms of the Spectrum Business Agreement for Enterprise Services and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.
The qualifications stated herein apply to all parts, provisions, and documents of the Form 470 and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP

INTERNET TERMS	ABBREVIATION
DEDICATED FIBER INTERNET	DFI
SECURE DEDICATED FIBER INTERNET	SDFI
ENTERPRISE INTERNET	EI
LOCAL AREA NETWORK	LAN
SPECTRUM BUSINESS NETWORK OPERATIONS CENTER	SBNOC
SERVICE LEVEL AGREEMENT	SLA

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Norwalk-La Mirada Unified School District with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced network solutions and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to affordable technologies that help drive greater student achievements.

The Federal Government created the E-Rate program to help fund communications services for schools and libraries. This program offers 20-90 percent off standard retail rates on qualified communications services to eligible schools and libraries.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. Our experience in this area provides E-Rate specialists who understand:

- rules and regulations to participate in the program, and
- billing and standard discounts

Federally funded E-Rate discounts have made today's technology more affordable.

Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts support Spectrum. We have around-the-clock, U.S. based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are proposing to Norwalk-La Mirada Unified School District will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign an account team who will support your services and address your needs:

- **Account Manager:** a dedicated, market expert who is available for consultation.
- **Sales Engineering:** trained technical experts who customize designs based on your requirements.
- **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts
- **Project Management:** customer focused experts who manage your build and communicate with you every step of the way.
- **Client Services:** your point of contact; responsible for providing you with accurate billing and consultation on future growth.
- **Spectrum Business Network Operations Center ("SBNOC") and Spectrum Business Technical Support ("SBTS"):** 24/7 facilities that work together to continuously monitor the network and provide a resource for technical support.

Customers have direct access to our Government Subsidized Programs ("GSP") department which specializes in government-funded programs for eligible customers.

To support E-Rate program participation, Spectrum:

- Provides to the Customer an ("FCC") Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Agreement review.
- Reviews FCC Form 471 for possible errors and omissions and distributes to the customer accompanying Receipt Acknowledgement Letter ("RAL") Modification recommendation necessary to maximize eligible funding.
- Monitors Service Provider Invoicing ("SPI") submissions and SPI discount application (FCC Form 474), and
- Will be available to address program questions or concerns via email.

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Norwalk-La Mirada Unified School District, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to maintain our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- Final engineering, design and site visits; and
- Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services

Service Location	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRC	OTC
12820 Pioneer Blvd, Norwalk, CA 90650	DFI	1,000	36	1	$347.00	$0.00
12820 Pioneer Blvd, Norwalk, CA 90650	DFI	2,000	36	1	$945.00	$0.00
12820 Pioneer Blvd, Norwalk, CA 90650	DFI	5,000	36	1	$1,369.00	$0.00
12820 Pioneer Blvd, Norwalk, CA 90650	DFI	10,000	36	1	$1,800.00	$0.00
12820 Pioneer Blvd, Norwalk, CA 90650	Static IP	DFI 5	36	1	$0.00	$0.00
12820 Pioneer Blvd, Norwalk, CA 90650	Static IP	DFI 13	36	1	$0.00	$0.00
12820 Pioneer Blvd, Norwalk, CA 90650	Static IP	DFI 29	36	1	$0.00	$0.00
12820 Pioneer Blvd, Norwalk, CA 90650	Static IP	DFI 61	36	1	$0.00	$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

E-Rate Funding Contingency

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency: Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Contract Extension

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then

upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

Upgrade Path

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the Initial Order Term of the original Service Order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased Initial Order Term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

California Teleconnect Funding Contingency

Customer's Service Order shall incorporate the following clause as it relates to funding:

If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF funding.

Non-Appropriation

Upon request, Customer's Service Order will incorporate the following clause as it relates to funding:

Non-Appropriation. Notwithstanding anything to the contrary in the Service Agreement, if funds are not appropriated for a fiscal year for Services provided under this Service Order at a given Service Location (a "Non-Appropriation"), Customer shall have the right to terminate, without liability, such Services at the Service Location

("Non-Appropriated Services") as of the end of the funded fiscal year (or such shorter funded term, if applicable). The foregoing termination right is conditioned upon the following: Customer shall (a) provide Spectrum with at least thirty (30) days written notice of termination prior to the start of such fiscal year (or within five (5) days following budget approval, if budget approval occurs less than 30 days prior to or following the start of such fiscal year); (b) describe in the termination notice how such Non-Appropriation did not result from the act or failure to act by Customer in the course of establishing its proposed budget or in satisfying budget filing requirements; (c) pay Spectrum all amounts due for Non-Appropriated Services through the date of termination; (d) for the Non-Appropriated Services, pay Spectrum upon receipt of invoice all construction and installation expenses incurred by Spectrum, OTCs, and any expenses incurred by Spectrum related to the Non-Appropriation, including, without limitation, any applicable third-party termination charges; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's discretion, the Spectrum Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Spectrum Equipment not returned in accordance with this paragraph.

Capitalized terms used but not defined herein shall have their respective meaning assigned in the Service Agreement.

Service Activation

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1 service activation date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

USAC Filing Information

Charter Communications Operating, LLC is in good standing with the FCC and USAC, and its USAC identifiers are as follows:

Service Provider Identification Number ("SPIN"): 143050436

Funding Request Number ("FRN"): 002526580

Spectrum complies with all applicable FCC lowest corresponding price (LCP) rules with respect to the Agreement.

Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the School and Libraries Division of USAC. Customer is responsible for understanding USAC rules and eligibility of services for E-Rate funding.

USAC Invoice Options

Spectrum will provide discounts via the Form 474 (SPI Form) as long as funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via SPI Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

Compliance with Law and General Statement

Regarding any terms and conditions in Customer's Form 470, Spectrum complies with all applicable laws and regulations. See Spectrum's Terms of Offer section and this Service Proposal section for additional information.

Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

APPENDIX

- **Dedicated Fiber Internet for K-12 Education**
- **Dedicated Fiber Internet Service Level Agreement**

PRODUCT BRIEF

Dedicated Fiber Internet for K-12 education



Count on the reliability, bandwidth and speed of a dedicated internet connection

Today's K-12 schools and districts depend on high-performing internet solutions to keep critical applications running and personalized and online learning operational. A dedicated, dependable internet connection ensures high performance for your network resources, allowing you to better serve students, educators and staff.

Dedicated Fiber Internet is a service that offers high-speed, scalable, nationwide internet connectivity, with performance and support you can count on. The service is backed by a 100% uptime service-level agreement (SLA) all the way to the handoff point at your location.

Product highlights

- **High performance:** Improves productivity through a high-performing internet service that delivers reliable connectivity.
- **Scalability and reach:** Provides a scalable platform with national reach and dense metro coverage to support current and future bandwidth needs.
- **Business continuity:** Allows for optional solutions to support internet uptime in the event of a disruption.
- **End-to-end support:** Provides a single, nationwide contact point for services and support including in-building connections to your equipment.
- **Value:** Offers cost-effective, straightforward pricing.

Key features

- A dedicated connection that is not shared with others, delivered over a reliable, advanced fiber network that is available nationwide.
- The service delivers low latency, jitter and packet loss all the way to the handoff point at your location.
- Symmetrical access that scales up to 100 Gbps.
- 100%, 24/7/365 U.S.-based support and local technicians.
- Multiple physical diversity and redundancy options to help protect the network.

Technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services.
- On-net locations are provisioned via our advanced fiber network from the client premises to one of many hub locations throughout the Spectrum Business® network footprint.

Routing

- Static or border gateway protocol (BGP) traffic routing options.

Internet access demarcation

- Fiber connections to the Spectrum Business network are monitored 24/7/365 via a dedicated network interface device (NID).
- Traffic is routed over the Spectrum Business IP network until it is delivered to the internet.
- Demarc extensions are installed for most buildings where service is provided.

Static IP addresses

- Initial IP block is included.
- Additional IP address space available upon request.
- Support for dual stacking of IPv4 and IPv6.

Charter® COMMUNICATIONS | Spectrum® BUSINESS®

Available services

- **Wireless Internet:** Provide temporary or secondary internet access over 4G or 5G LTE Advanced technology with this all-inclusive wireless internet service.
- **Enterprise Network Edge:** Improve the network experience for your students, educators and staff with an enterprise-grade managed solution that brings together connectivity, equipment and network management to support hybrid networks and schools and districts. Powered by Fortinet, the solution simplifies IT operations by providing networking with security features.
- **Managed Network Edge:** Simplify the deployment and management of your network with this modular, all-in-one solution. Delivered over the Cisco Meraki platform, the solution offers security features, routing, SD-WAN, WiFi, switching, smart cameras and environmental sensors.
- **Managed Router Service:** Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.
- **Secure Access with Cisco Duo:** Help protect your school or district from unauthorized access to sensitive systems, regulatory violations and data loss that can disrupt your business. Capabilities that include multi-factor authentication (MFA) and identity management (IdM) allow IT to set access policies by user and device, regardless of location.
- **Cloud Security with Cisco+ Secure Connect:** Allow remote students, educators and staff to access cloud SaaS applications and the internet securely and directly without reliance on a traditional centralized or premises-based security solution. This feature-rich cloud-based security service includes a secure web gateway (SWG), cloud access security broker (CASB), IdM, zero trust network access (ZTNA) and more.
- **DDoS Protection:** Help guard against malicious volumetric attacks designed to overload your network with fully managed distributed denial of service (DDoS) threat identification and mitigation.
- **Unified communications:** Answer communication and collaboration needs with a fully managed, cloud-based voice solution that brings together calling, messaging, meetings, virtual workspaces and more in a single application that delivers a unified experience for today's remote students, educators and staff.

Learn more
enterprise.spectrum.com/K12Ed

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Charter® COMMUNICATIONS | Spectrum® BUSINESS®

Spectrum Business

Service Level Agreement for Enterprise Services: Dedicated Fiber Internet

This Service Level Agreement ("SLA") for Spectrum Business ("Spectrum") Dedicated Fiber Internet (referred to herein as "DFI" or the "Service") is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the "Service Agreement"). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services ("SLA Targets") are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service (each a "Priority 1 Outage")
Priority 2	• Service Degradation where Customer is able to use the Service
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

"Service Disruption" is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer's Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for DFI Service

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Delivery
End to End: 100%	Priority 1 Outages within 4 hours	≤ 35ms	≤ 1ms	≥ 99.99%

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SLA Targets are measured from Customer's Service Location to the location where Spectrum has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected DFI circuit or Service (the "Affected Service").

III. SLA Calculations

1. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage ("Downtime"), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

Service Availability =	**Total number of minutes in the calendar month - Downtime** / **Total number of minutes in a calendar month**	**X**	**100**

2. Mean Time to Restore ("MTTR")

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time to Restore =	**Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month** / **Total number of Priority 1 Outage trouble tickets per Service in the calendar month**

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) =	**Sum of the roundtrip delay measurements for a Service in the calendar month** / **Total number of measurements for a Service in the calendar month**

4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	**Number of frames delivered in the calendar month** / **Total frames sent in the calendar month**	**X**	**100**

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5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter/Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	**Sum of the Frame Delay Variation measurements for a Service in the calendar month** / **Total number of measurements for a Service in the calendar month**

IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability Credits		
Downtime		**Service Credit**
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100% of MRC

Mean Time To Restore ("MTTR") Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

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2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.

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Spectrum Business

Response to Form 470 for Norwalk-La Mirada Unified School District

Form 470 Application Number: 260005238

Presented To:
Blake Van Room
12820 Pioneer Blvd
Norwalk, CA 90650
bvanroom@nlmusd.k12.ca.us

Presented By:
Linda Garcia
Strategic Account Manager - Gov't/Ed
17777 Center Court Dr.
Cerritos, CA 90703
(714) 287-6609
linda.garcia@charter.com



Charter Communications Operating, LLC SPIN: 143050436

Spectrum BUSINESS®

Wednesday, December 10, 2025

Blake Van Room
Norwalk-La Mirada Unified School District
12820 Pioneer Blvd
Norwalk, CA 90650
bvanroom@nlmusd.k12.ca.us

Dear Blake:

Spectrum Business[1] ("Spectrum") is pleased to submit the enclosed response to your Form 470 ("Form 470"). Our response demonstrates Spectrum's ability to provide network solutions that will enable Norwalk-La Mirada Unified School District to satisfy its technology needs.

Maintaining our partnership ensures Norwalk-La Mirada Unified School District will continue to benefit from a strong telecommunications foundation and maximizes your ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country, making us one of the top service providers within the E-Rate program.

Thank you for the opportunity to respond to your Form 470. Linda Garcia is leading Spectrum's effort. Please do not hesitate to contact Linda at (714) 287-6609 or linda.garcia@charter.com.

Sincerely,

DocuSigned by:
Michael Allen
DA2288E642B7489...

Michael F Allen
Manager, Sales Vertical Accounts

[1] As of February 20, 2025, Spectrum Enterprise is known as Spectrum Business. Spectrum Business is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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Appendix 14

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Norwalk-La Mirada Unified School District ("Customer") or otherwise be sufficient to create a binding contract between Norwalk-La Mirada Unified School District and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Business Agreement for Enterprise Services which incorporates the Spectrum Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/terms-and-conditions.html or any successor URL) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the Form 470.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Norwalk-La Mirada Unified School District based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission ("FCC") submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company ("USAC") requirements, an agreement incorporating the terms of the Spectrum Business Agreement for Enterprise Services and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.
The qualifications stated herein apply to all parts, provisions, and documents of the Form 470 and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP

ETHERNET SERVICES TERMS	ABBREVIATION
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN

INTERNET TERMS	ABBREVIATION
DEDICATED FIBER INTERNET	DFI
SECURE DEDICATED FIBER INTERNET	SDFI
ENTERPRISE INTERNET	EI
LOCAL AREA NETWORK	LAN
SPECTRUM BUSINESS NETWORK OPERATIONS CENTER	SBNOC
SERVICE LEVEL AGREEMENT	SLA

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Norwalk-La Mirada Unified School District with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced network solutions and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to affordable technologies that help drive greater student achievements.

The Federal Government created the E-Rate program to help fund communications services for schools and libraries. This program offers 20-90 percent off standard retail rates on qualified communications services to eligible schools and libraries.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. Our experience in this area provides E-Rate specialists who understand:

- rules and regulations to participate in the program, and
- billing and standard discounts

Federally funded E-Rate discounts have made today's technology more affordable.

Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts support Spectrum. We have around-the-clock, U.S. based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are proposing to Norwalk-La Mirada Unified School District will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign an account team who will support your services and address your needs:

- **Account Manager:** a dedicated, market expert who is available for consultation.
- **Sales Engineering:** trained technical experts who customize designs based on your requirements.
- **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts
- **Project Management:** customer focused experts who manage your build and communicate with you every step of the way.
- **Client Services:** your point of contact; responsible for providing you with accurate billing and consultation on future growth.
- **Spectrum Business Network Operations Center ("SBNOC") and Spectrum Business Technical Support ("SBTS"):** 24/7 facilities that work together to continuously monitor the network and provide a resource for technical support.

Customers have direct access to our Government Subsidized Programs ("GSP") department which specializes in government-funded programs for eligible customers.

To support E-Rate program participation, Spectrum:

- Provides to the Customer an ("FCC") Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Agreement review.
- Reviews FCC Form 471 for possible errors and omissions and distributes to the customer accompanying Receipt Acknowledgement Letter ("RAL") Modification recommendation necessary to maximize eligible funding.
- Monitors Service Provider Invoicing ("SPI") submissions and SPI discount application (FCC Form 474), and
- Will be available to address program questions or concerns via email.

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Norwalk-La Mirada Unified School District, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to maintain our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

Special Construction

Spectrum supports E-Rate applicants who seek special construction funding for the upfront, non-recurring installation charges for the deployment of new or upgraded services and equipment. Spectrum has over 20 years of E-Rate experience and is one of the largest telecommunications providers in the nation who designs, procures and implements large complex infrastructure projects. Applicants seeking additional E-Rate discounts to match state funding for special construction must submit information with their FCC Form 471 filing that USAC will use to determine eligibility. https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/additional-discount-to-match-state-tribal-funding-for-special-construction/.

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- Final engineering, design and site visits; and
- Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services

Service Location	A or Z Loc	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRR	OTC
12820 Pioneer Blvd., Norwalk, CA 90650	A	Ethernet EPL	100 Mbps	36	1	$347.50	$0.00
12830 Columbia Way, Downey CA, 90242	Z	Ethernet EPL	100 Mbps	36	1	$347.50	$0.00
12820 Pioneer Blvd., Norwalk, CA 90650	A	Ethernet EPL	200 Mbps	36	1	$325.00	$0.00
12830 Columbia Way, Downey CA, 90242	Z	Ethernet EPL	200 Mbps	36	1	$325.00	$0.00
12820 Pioneer Blvd., Norwalk, CA 90650	A	Ethernet EPL	500 Mbps	36	1	$325.00	$0.00
12830 Columbia Way, Downey CA, 90242	Z	Ethernet EPL	500 Mbps	36	1	$325.00	$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

E-Rate Funding Contingency

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency: Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Contract Extension

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by

providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

Upgrade Path

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the Initial Order Term of the original Service Order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased Initial Order Term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

California Teleconnect Funding Contingency

Customer's Service Order shall incorporate the following clause as it relates to funding:

If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF funding.

Non-Appropriation

Upon request, Customer's Service Order will incorporate the following clause as it relates to funding:

Non-Appropriation. Notwithstanding anything to the contrary in the Service Agreement, if funds are not appropriated for a fiscal year for Services provided under this Service Order at a given Service Location (a "Non-Appropriation"), Customer shall have the right to terminate, without liability, such Services at the Service Location ("Non-Appropriated Services") as of the end of the funded fiscal year (or such shorter funded term, if applicable). The foregoing termination right is conditioned upon the following: Customer shall (a) provide Spectrum with at least thirty (30) days written

notice of termination prior to the start of such fiscal year (or within five (5) days following budget approval, if budget approval occurs less than 30 days prior to or following the start of such fiscal year); (b) describe in the termination notice how such Non-Appropriation did not result from the act or failure to act by Customer in the course of establishing its proposed budget or in satisfying budget filing requirements; (c) pay Spectrum all amounts due for Non-Appropriated Services through the date of termination; (d) for the Non-Appropriated Services, pay Spectrum upon receipt of invoice all construction and installation expenses incurred by Spectrum, OTCs, and any expenses incurred by Spectrum related to the Non-Appropriation, including, without limitation, any applicable third-party termination charges; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's discretion, the Spectrum Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Spectrum Equipment not returned in accordance with this paragraph.

Capitalized terms used but not defined herein shall have their respective meaning assigned in the Service Agreement.

Service Activation

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1 service activation date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

USAC Filing Information

Charter Communications Operating, LLC is in good standing with the FCC and USAC, and its USAC identifiers are as follows:

Service Provider Identification Number ("SPIN"): 143050436

Funding Request Number ("FRN"): 002526580

Spectrum complies with all applicable FCC lowest corresponding price (LCP) rules with respect to the Agreement.

Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the School and Libraries Division of USAC. Customer is responsible for understanding USAC rules and eligibility of services for E-Rate funding.

USAC Invoice Options

Spectrum will provide discounts via the Form 474 (SPI Form) as long as funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via SPI Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

Compliance with Law and General Statement

Regarding any terms and conditions in Customer's Form 470, Spectrum complies with all applicable laws and regulations. See Spectrum's Terms of Offer section and this Service Proposal section for additional information.

Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

APPENDIX

- **Ethernet Services for K-12 Education**
- **Ethernet Service Level Agreement**

PRODUCT BRIEF

Ethernet Services

Accelerate performance with a secure, reliable, private network

Organizations are modernizing their networks with new technologies, deploying cloud-first strategies, embracing multi-cloud connectivity and enabling hybrid networking to bring their IT strategy to life. As the WAN evolves, modern networking solutions, such as Ethernet, deliver the enhanced performance and security that enterprises demand.

With speeds up to 100 Gbps, our Ethernet Services provide secure, reliable connectivity to power applications and transfer data. Spectrum Business® for enterprise is a nationwide network partner that can connect your locations throughout the U.S., empowering you to leverage bandwidth-intensive applications and fortify business continuity plans. Seamlessly connect your network locations with confidence, backed by an end-to-end, 100% availability service-level agreement (SLA) all the way to the handoff point at your location.

Partner with an experienced provider that can put your organization's network modernization on the fast track. Committed to your success, our expert network engineers work with you to design a tailored solution. We provide you with a dedicated project manager to oversee seamless installation with 100%, 24/7/365 U.S.-based support, while a client services manager will ensure swift resolution of any issues. Furthermore, our portal gives you the network visibility required to ensure a positive experience for your organization.

Product highlights



High reliability

Accelerate the capabilities of your mission-critical applications with a dependable WAN or with a dependable private network.



Superior performance

Improve business productivity and the transport of time-sensitive data using your low-latency network.



Inherent security

Rely on your private Ethernet network to help reduce security and regulatory compliance risks or to isolate traffic.



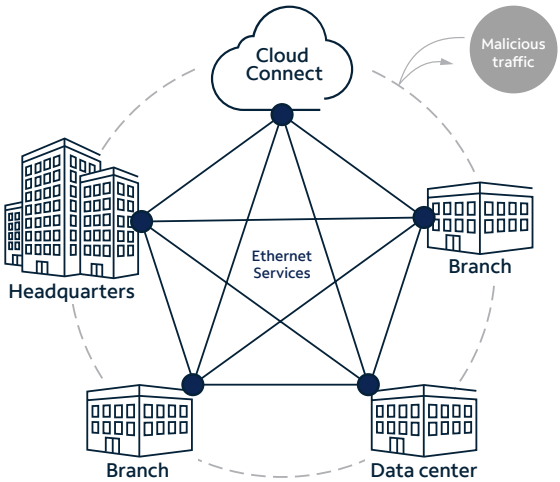
Hybrid WAN integration

Integrate your data centers and mission-critical network locations with public and private clouds for a flexible, agile and high-performing hybrid SD-WAN.

Scalable, secure connections linking your users, locations and the cloud

Spectrum Business for enterprise Ethernet Services

Private WAN connectivity helps protect network locations from external threats, like DDoS attacks, while supporting low-latency and high-bandwidth applications.



Available services

- **Cloud Connect:** Extend your network with fast, secure and dependable private connections to cloud service providers with a service backed by an SLA that includes 100% uptime all the way to the handoff point at your location.
- **Dedicated Fiber Internet:** Achieve dedicated internet connectivity with symmetrical upload and download speeds, bandwidth up to 100 Gbps and backed by an SLA that includes 100% uptime all the way to the handoff point at your location.
- **Secure Dedicated Fiber Internet:** Connect with confidence when you integrate fast, dependable, dedicated fiber internet service with enterprise-level cybersecurity protection in one affordable and remarkably simple solution. The service is backed by a 100% uptime SLA all the way to the handoff point at your location.
- **Enterprise Network Edge:** Improve the network experience for your teams with an enterprise-grade managed solution that brings together connectivity, equipment and network management to support hybrid networks and workforces. Powered by Fortinet, the solution simplifies IT operations by providing networking with security features and optional integrated WiFi and switching in a multi-cloud-ready platform.
- **Managed Network Edge:** Simplify the deployment and management of your network with this modular, all-in-one solution. Delivered over the Cisco Meraki platform, Managed Network Edge offers security features, routing, SD-WAN, WiFi, switching, smart cameras and environmental sensors. Achieve flexibility and scalability with connectivity, equipment and network management from a single partner.
- **Secure Access with Cisco Duo:** Help protect your organization from unauthorized access to sensitive systems, regulatory violations and data loss that can disrupt your business. Capabilities that include multi-factor authentication and identity management allow IT to set access policies by user and device, regardless of location.
- **Cloud Security with Cisco+ Secure Connect:** Allow remote users to access cloud SaaS applications and the internet securely and directly without reliance on a traditional centralized or premises-based security solution. This feature-rich cloud-based security service includes secure web gateway, cloud access security broker, identity management, zero trust network access and more.

Learn more

enterprise.spectrum.com/Ethernet

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Spectrum Business

Service Level Agreement for Enterprise Services: Ethernet

This Service Level Agreement ("SLA") for fiber-based Spectrum Business ("Spectrum") Ethernet Service and Spectrum Cloud Connect Service (individually the "Service" and collectively the "Services") is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the "Service Agreement"). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance tier goals for the Services ("SLA Targets") are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classifications and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service (each a "Priority 1 Outage")
Priority 2	• Service Degradation where Customer is able to use the Service
Priority 3	• A service issue that does not impact the Service; or • A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

"Service Disruption" is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network to transmit and receive network traffic between Customer's Service Locations. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer's Service Location to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Service issues for Cloud Connect Service beyond the Peering Point (vi) Customer does not release the Service for testing, and (viii) Force Majeure Events.

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II. SLA Targets for Ethernet and Cloud Connect Services

Spectrum Ethernet Services and Cloud Connect Peering Point SLA Targets [1]				
Performance Tier	**Metro** **0 – ≤ 155 miles[3]**	**Regional** **> 155 – ≤ 746 miles[3]**	**National[2]**	
			> 746 – ≤ 1,500 miles[3]	**> 1,500 miles[3]**
Service Availability	100%	100%	100%	100%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.
Latency	≤ 10ms	≤ 25ms	≤ 60ms	≤ 95ms
Packet Delivery	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
Jitter	≤ 1ms	≤ 4ms	≤ 8ms	≤ 8ms

[1] Measured as described below.

[2] Notwithstanding the table above, for Service Locations that require use of a third-party service provider to deliver the Services, the SLA Targets shall be those reflected in the National > 1,500 miles column regardless of fiber route distance.

[3] Refers to the length of the actual fiber route.

Ethernet Service SLA Targets are measured end to end (i.e. from any two applicable Customer edge devices or network interface devices ("NID") at the Service Location) at the individual circuit or Service level, and any applicable credits are issued only for the affected circuit or Service (the "Affected Service").

The Cloud Connect Service SLA Target for Service Availability is measured between Spectrum's NID located at Customer's Service Location and the point of physical handoff of the Service to the cloud service provider's cloud peering point ("Peering Point").

III. SLA Calculations

1. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage ("Downtime"), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

$$\textbf{Service Availability} = \frac{\textbf{Total number of minutes in the calendar month – Downtime}}{\textbf{Total number of minutes in a calendar month}} \times 100$$

2. Mean Time to Restore (MTTR)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured each calendar month as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\textbf{Mean Time to Restore} = \frac{\textbf{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\textbf{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$$

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

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Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) =	**Sum of the roundtrip delay measurements for a Service in the calendar month / Total number of measurements for a Service in the calendar month**

4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an Excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	**Number of frames delivered in the calendar month / Total frames sent in the calendar month**	**X 100**

5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter or Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	**Sum of the Frame Delay Variation measurements for a Service in the calendar month / Total number of measurements for a Service in the calendar month**

IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against any amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability Credits		
Downtime		**Credit**
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100%

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Mean Time To Restore ("MTTR") Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:
Customer understands that from time to time Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.

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NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

STUDENT TRIP APPROVAL REQUEST

(Overnight, out-of-State, or out of Los Angeles/Orange Counties)

DATE SUBMITTED: 02-23-2026

SCHOOL NAME: FOSTER ROAD ELEMENTARY

Student Group or Grade Level:
20 STUDENTS - 5TH GRADE

Teachers / Staff Coordinators:
EMILY KLAUK

TRIP DATE(S): **start** 03-23-2026 **end** 03-26-2026

TRIP AND DESTINATION:
THOUSAND PINES SCIENCE CAMP, 359 THOUSAND PINES RD. CRESTLINE, CA 92325

Purpose of Trip: OUTDOOR SCIENCE FIELD TRIP FOR 5TH GRADE STANDARDS

Type of Trip: STUDENT STUDY TRIP

ESTIMATED COST PER PARTICIPANT

	Cost per Participant	# of participants	Other Cost	Estimated Total Cost
1. Admission/Registration Fees	465.00	20.00		9300.00
2. Transportation to trip	123.75	20.00		2475.00
3. Transportation during trip				0.00
4. Lodging				0.00
5. Food				0.00
6. Other (specify):				0.00
7. Other (specify):				

TOTAL ESTIMATED TRIP COST $ 11775.00

TOTAL FUNDING PROVIDED $ 11775.00

Difference 0.00

X

PLEASE NOTE: If the Total Estimated cost and Total Funding Provided amounts do not match, the request will be sent back for corrections.

If using Title I funds, please include Activity/Goal/Page: _____

PROJECTED FUNDING SOURCES

ASB FUNDRAISERS	ASB PARENT DONATIONS	ASB/TRUST	DISTRICT STRING(S)	TOTAL ALL APPLICABLE
			9300.00	9300.00
			2475.00	2475.00
				0.00
				0.00
				0.00
				0.00
0.00	0.00	0.00	11775.00	11775.00

Fund	Resource	Goal	Funct	Object	Location	%	Bdgt Amt
01.0	11000.0	11100	10000	5810	2300000	100	9300.00
01.0	11000.0	11100	10000	5889	2300000	100	2475.00
Amount from additional strings (list attached)							
TOTAL						$	

SIGNATURES:

GRISELDA BARRERA GRISELDA BARRERA — 02-23-2026
Certificated Trip Coordinator or Secretary — Date

CINDY RAYBURN — 03-05-2026
Principal/ Director

KRISTINE CVAR CVAR — 03-07-2026
Ed Services Director/Asst Superintendent — Date

JENNIFER WILLIFORD — 03-10-2026
Fiscal Services Assigner — Date

LUCIA LOPEZ
Fiscal Officer #1 — Fiscal Officer #2

Superintendent — Date

ST-26-1058

Click here for helpful tips on completing cost and funding tables

b.

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

STUDENT TRIP APPROVAL REQUEST

(Overnight, out-of-State, or out of Los Angeles/Orange Counties)

DATE SUBMITTED: 02-04-2026

SCHOOL NAME: LA MIRADA HIGH

Student Group or Grade Level:
COLOR GUARD(DRILL TEAM)

Teachers / Staff Coordinators:
MICHAEL PATTON

TRIP DATE(S): **start** 04-06-2026 **end** 04-12-2026

TRIP AND DESTINATION:
DAYTON, OHIO

Purpose of Trip: WGI CHAMPIONSHIPS

Type of Trip: ATHLETIC COMPETITION

ESTIMATED COST PER PARTICIPANT

	Cost per Participant	# of participants	Other Cost	Estimated Total Cost
1. Admission/Registration Fees			895.00	895.00
2. Transportation to trip	405.00	15.00		6075.00
3. Transportation during trip			2000.00	2000.00
4. Lodging			5400.00	5400.00
5. Food			3600.00	3600.00
6. Other (specify):			2300.00	2300.00
7. Other (specify):				

TOTAL ESTIMATED TRIP COST $ 20270.00

TOTAL FUNDING PROVIDED $ 20270.00

Difference 0.00

X

PLEASE NOTE: If the Total Estimated cost and Total Funding Provided amounts do not match, the request will be sent back for corrections.

If using Title I funds, please include Activity/Goal/Page: _____

PROJECTED FUNDING SOURCES

ASB FUNDRAISERS	ASB PARENT DONATIONS	ASB/TRUST	DISTRICT STRING(S)	TOTAL ALL APPLICABLE
	895.00			895.00
	6075.00			6075.00
	2000.00			2000.00
	5400.00			5400.00
	3600.00			3600.00
	2300.00			2300.00
0.00	20270.00	0.00	0.00	20270.00

Fund	Resource	Goal	Funct	Object	Location	%	Bdgt Amt
01.0	00350.0	17400	41200	5220	4300000	100	20270.00
Amount from additional strings (list attached)							
TOTAL						$	

SIGNATURES:

ROBERT STEARNS 02-04-2026
Certificated Trip Coordinator or Secretary — Date

BENJAMIN WEBSTER 02-27-2026
Principal/ Director

MAGANA TANIA 03-06-2026
Ed Services Director/Asst Superintendent — Date

JENNIFER WILLIFORD 03-06-2026
Fiscal Services Assigner — Date

ALVA DIAZ
Fiscal Officer #1 — Fiscal Officer #2

Superintendent — Date

Form updated 12/16/19

C.

REQUEST FOR TRAVEL and/or ATTENDANCE AT EDUCATIONAL MEETINGS

NAME OF CONFERENCE/ACTIVITY: CULINARY ARTS TRIP TO HAWAII

REF#/ PO #: RT-26-1457

SPONSOR: CULINARY ARTS PATHWAY

WHEN: 02/28/2026 TO 03/03/2026

SITE/DEPT SUBMITTING REQUEST: COLLEGE & CAREER

WHERE: HONOLULU, HAWAII
If outside District's boundaries, full address must be included

PERSONS TO ATTEND: * PLEASE USE PAYROLL/LEGAL NAMES (No nicknames) *** Attach separate sheet for additional attendees.**

1) TRACY HORTON	4)	7)
2) KEN COOK	5)	8)
3) KRISTI MELTON	6)	9)

THRUSTS, ACTIVITIES AND SPEAKERS:

SENIOR CULINARY ARTS PATHWAY STUDENTS HAVE FUNDRAISED TO PAY FOR THIS TRIP TO VISIT CULINARY SCHOOLS AND MEET WITH CHEFS IN HAWAII.

OUTCOMES AND BENEFITS TO THE DISTRICT:

STUDENTS WILL BE EXPOSED TO VARIOUS CULINARY ASPECTS OF HAWAIIAN CULTURE AND MEET WITH COLLEGES OFFERING HOSPITALITY AND FOOD SCIENCE PATHWAYS.

ESTIMATED COST INFORMATION: (ALL REQUESTED EXPENDITURES SHALL COMPLY WITH RR 3450)

☐ **REGISTRATION** (Brochure/flyer/schedule email MUST be attached)		
☐ **CONFERENCE MEALS** (breakfast $11, lunch $17, dinner $27)		*
☐ **LODGING**	$1700.00	*
☐ **TRANSPORTATION** (If applicable, airfare, mileage, car rental, etc.)	$3300.00	*
☐ **FOOD/ITEMS FOR DISTRICT EDUCATIONAL/OPERATIONAL MTGS** (obj 4305)		
☐ **CONFERENCE/SEMINAR INCIDENTALS** (not to exceed $100)		*
☐ **OTHER** (PRE-APPROVAL REQUIRED)		
TOTAL ESTIMATED COST:	$ $5000.00	

*A TRAVEL EXPENSE CLAIM FORM must be submitted for each participant WITHIN 15 DAYS AFTER return from travel. Please use REF#/PO# above on expense claim.

BOARD APPROVAL REQUIRED: YES

APPROVED ABSENCE: YES

SUBSTITUTE NEEDED: YES

	Fund	Resource	Goal	Funct	Object	Site	%
CHARGE TO:	01.0	0072.0	3801	1000	5220	60	100
CHARGE TO:							

FUNDING STRING(S)

Funding Source Title: LCAP

Activity/Goal/Page CTE

DISTRICT: WILL NOT RECEIVE REIMBURSEMENT FROM OUTSIDE SOURCES

APPROVALS: REQUESTS MUST BE RECEIVED IN ACCOUNTS PAYABLE AT LEAST 15 WORKING DAYS IN ADVANCE OF CONFERENCE DATE(S).

SUBMITTED BY:

TRACY HORTON — Print Name — 02-25-2026 — Date

All conference participants will share information from the conference with staff members as directed by their suppervisor and reproduce and distribute materials as appropriate.

Bill to:
Norwalk-La Mirada Unified School District
12820 Pioneer Blvd., Norwalk, CA 90650

APPROVED:

JOANNE JUNG DR. — Principal/Dept Head — 02-26-2026 — Date

KRISTINE CVAR CVAR — Assistant Superintendent — 03-04-2026 — Date

ALVA DIAZ — Fiscal Services — 03-06-2026 — Date

Fiscal Services — Date

Superintendent — Date

ST-26-1074

Click here for helpful tips on completing cost and funding tables

d.

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

STUDENT TRIP APPROVAL REQUEST

(Overnight, out-of-State, or out of Los Angeles/Orange Counties)

DATE SUBMITTED: 02-27-2026

SCHOOL NAME: NORWALK HIGH

Student Group or Grade Level:
20 NORWALK AND JOHN GLENN HIGH SCHOOL STUDENTS. ATTENDEES WILL BE LEARNING TO INTEGRATE VALUES AND EXPERIENCES THROUGH A MULTI-SESSION ACADEMY

Teachers / Staff Coordinators:
PATRICIA DE LEON, ADELA ENRIQUEZ, RUTHIE MENDEZ, DOMINICA SCIBETTA, JAY YEZZO-LEWIS

TRIP DATE(S): start 04-07-2026 end 04-08-2026

TRIP AND DESTINATION:
UC SANTA BARBARA

Purpose of Trip: STUDENTS LEARNING TO INTEGRATE VALUES AND EXPERIENCES THROUGH A MULTI-SESSION ACADEMY AT UC SANTA BARBARA

Type of Trip: STUDENT STUDY TRIP

ESTIMATED COST PER PARTICIPANT

	Cost per Participant	# of participants	Other Cost	Estimated Total Cost
1. Admission/Registration Fees				0.00
2. Transportation to trip				0.00
3. Transportation during trip				0.00
4. Lodging				0.00
5. Food				0.00
6. Other (specify):				0.00
7. Other (specify):				

TOTAL ESTIMATED TRIP COST $ 0.00

TOTAL FUNDING PROVIDED $ 0.00

Difference 0.00

PROJECTED FUNDING SOURCES

ASB FUNDRAISERS	ASB PARENT DONATIONS	ASB/TRUST	DISTRICT STRING(S)	TOTAL ALL APPLICABLE
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
0.00	0.00	0.00	0.00	0.00

Fund	Resource	Goal	Funct	Object	Location	%	Bdgt Amt
00.0	00000.0	00000	00000	0000	0000000	000	0.00
Amount from additional strings (list attached)							

TOTAL $

PLEASE NOTE: If the Total Estimated cost and Total Funding Provided amounts do not match, the request will be sent back for corrections.

If using Title I funds, please include Activity/Goal/Page: _____

SIGNATURES:

MILTITA CASILLAS MILTITA CASILLAS — 02-27-2026
Certificated Trip Coordinator or Secretary — Date

DAVID OLEA — 03-03-2026
Principal/ Director

MAGANA TANIA — 03-06-2026
Ed Services Director/Asst Superintendent — Date

JENNIFER WILLIFORD — 03-06-2026
Fiscal Services Assigner — Date

ALVA DIAZ
Fiscal Officer #1 — Fiscal Officer #2

Superintendent — Date

Form updated 12/16/19

Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Employments
March 23, 2026

Name	Position	Mths	%	Scale/ Range	Step	Rate	Freq	Effective Date	Funding	Type
Daisy M. Salcedo	Attendance Clerk Junior	11	43.8	222	C	$3,758.00	Per Month	02/26/26	Gen - Unrestricted	RP
Karina Z. Ibarra Rodriguez	Bilingual Home School Community Liaison	11	43.8	226	D	$4,148.00	Per Month	02/26/26	Gen - Comm Schools	RP
Susanna Gutierrez	Middle School Reading Intervention Tutor	10	100	710	A	$18.48	Per Month	02/23/26	Gen - Title I Prog	RP
Denise Sandoval	N.S. Assistant III	11	46.9	218	A	$3,250.00	Per Month	02/19/26	Cafe - Nutrition	RP
Kassandra Aguilar	Paraeducator - Special Education	11	43.8	231	A	$3,805.00	Per Month	03/12/26	Gen - LCFF	RP
Kanana F. Fuimaono	Paraeducator - Special Education	11	43.8	231	A	$3,805.00	Per Month	02/18/26	Gen - SpEd	RP
Jose L. Rodriguez	Paraeducator - Special Education	11	43.8	231	A	$3,805.00	Per Month	02/26/26	Gen - SpEd	RP
Mayra Arredondo	Paraeducator Bilingual	11	43.8	219	A	$3,276.00	Per Month	03/02/26	Gen - Title I Prog	RP
Jana Cervinkova	Substitute Teacher	11	100			$205.00	Per Day	02/02/26	Gen - Unrestricted	IP
Amanda M. Graham	Substitute Teacher	11	100			$205.00	Per Day	02/13/26	Gen - Unrestricted	IP
Brenda Gutierrez Abrajan	Substitute Teacher	11	100			$205.00	Per Day	02/13/26	Gen - Unrestricted	IP
Jacob M. Larios Bautista	Substitute Teacher	11	100			$205.00	Per Day	02/13/26	Gen - Unrestricted	IP
Nancy Lopez	Substitute Teacher	11	100			$205.00	Per Day	02/10/26	Gen - Unrestricted	IP
Jazmine D. Ornelas	Substitute Teacher	11	100			$205.00	Per Day	02/13/26	Gen - Unrestricted	IP
Erika N. Rivas	Substitute Teacher	11	100			$205.00	Per Day	02/10/26	Gen - Unrestricted	IP
Andrew B. Shannon	Substitute Teacher	11	100			$205.00	Per Day	02/02/26	Gen - Unrestricted	IP
Alyssa Tripicchio	Substitute Teacher	11	100			$205.00	Per Day	02/04/26	Gen - Unrestricted	IP
Rosenda Zavala	Substitute Teacher	11	100			$205.00	Per Day	02/11/26	Gen - Unrestricted	IP

NP - New Position
RP - Replacement
IP - Increase Pool

Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Employments
March 23, 2026

Name	Position	Mths	%	Scale/ Range	Step	Rate	Freq	Effective Date	Funding	Type
Manxin Zhang	Substitute Teacher	11	100			$205.00	Per Day	02/20/26	Gen - Unrestricted	IP
Myrna D. Cuevas	Substitute Security Assistant	12	100	537	A	$23.55	Per Hour	02/02/26	Gen - Unrestricted	IP
Nathanael C. Choy	Walk-On Coach/Freshman Volleyball Head	3	100			$3,052.00	Per Assign	02/02/26 - 04/30/26	Gen - Athletics	RP
Eduardo Agredano	Walk-On Coach/Junior Varsity Baseball Head	3	100			$3,516.00	Per Assign	02/02/26 - 04/30/26	Gen - Athletics	RP
Majisty S. Shomo	Walk-On Coach/Varsity Softball Assistant	4	100			$3,516.00	Per Assign	02/01/26 - 05/31/26	Gen - Lottery Unrestricted	RP

NP - New Position
RP - Replacement
IP - Increase Pool

Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Employee Change Actions
March 23, 2026

Name	Position	Action	Mths	%	Scale/ Range	Step	Rate	Effective Date	Funding	Type
Delmy Diaz	Health Care Support Provider @ 75%	Increase of Hours	11	81.3	233	E	$4,753.00	03/30/26	Gen - SpEd	RP
Jonathan L. Duran	To: Client Support Analyst From: Technology Support Technician	Reclass	12	100	269	B	$6,410.00	03/09/26	Gen - Unrestricted	RP
Karina Escobedo Miranda	To: Paraeducator - Special Education From: Supervision Aide/Noon Aide	Reclass	11	75	231	B	$4,000.00	03/19/26	Gen - SpEd	NP
Denisse A. Holguin Acosta	To: N.S. Assistant III From: N.S. Assistant II	Reclass	11	46.9	218	D	$3,758.00	02/23/26	Cafe - Nutrition	RP
Valentina Moreno	To: Custodian Senior, Elementary From: Custodian	Reclass	12	100	242	D	$5,060.00	02/23/26	Gen - Unrestricted	RP
Incoronata Quaglietta	To: Lead Regional Manager, Expanded Learning From: Secretary I	Reclass	12	100	660	A	$9,045.00	02/24/26	Gen - ELO Grant	RP
Vivika L. Summage	To: Paraeducator - Special Education From: Paraeducator Reading/Math Tutor	Reclass	11	75	231	B	$4,000.00	03/27/26	Gen - SpEd	NP
Karina De Loza	To: Temporary Preschool Program Lead Accounting Technician From: Account Clerk, Senior	Ext Temp Reclass	12	100	280	B	$7,348.00	02/28/26 - 05/29/26	Child Dev - Head Start Local	RP
Orlando Reyes	To: Temporary Supervisor, Maintenance & Operations From: Custodian	Temp Reclass	12	100	660	A	$9,045.00	03/02/26 - 03/31/26	Gen - Unrestricted	RP

NP - New Position
RP - Replacement
IP - Increase Pool

Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Employee Change Actions
March 23, 2026

Name	Position	Action	Mths	%	Scale/ Range	Step	Rate	Effective Date	Funding	Type
Patricia A. Segura	To: Temporary N.S. Lead I From: N.S. Assistant II	Temp Reclass	11	87.5	224	C	$3,852.00	02/24/26 - 03/13/26	Cafe - Nutrition	RP
Orlando Reyes	To: Temporary Head of Plant - Adult Facilities From: Custodian	Ext Temp Reclass	12	100	258	B	$5,502.00	02/01/26 - 02/28/26	Adult - AEP	RP
Laura Rosales	To: Temporary Account Clerk, Senior From: School Clerk	Ext Temp Reclass	12	100	257	B	$5,520.00	02/28/26 - 05/29/26	Child Dev - Head Start Local	RP

NP - New Position
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Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Leaves and Separations
March 23, 2026

Name	Position	Action	Effective Date
Alexandar I. Stavrev	Permanent Teacher	Personal Leave Without Pay	08/01/26 - 06/30/27
Evie L. Andrade	Substitute Teacher	Resignation	02/13/26
Jimmy Barcenas	Student Worker - Workability	Resignation	06/06/24
Jalyn E. Betts	Student Worker - Workability	Resignation	06/05/25
Cristopher I. Cervantes	Student Worker - Workability	Resignation	06/06/24
Julisa N. Del Carpio	Student Worker - Cafeteria	Resignation	07/31/19
David A. Diaz	Student Worker - Workability	Resignation	06/05/23
Omar B. Garcia	Paraeducator - Special Education	Resignation	03/27/26
Sylvia C. Garcia	Walk-On Coach/Varsity Soccer Assistant	Resignation	09/24/24
David A. Gonzalez	Gym Attendant - Boys	Resignation	03/31/26
Gerardo Gonzalez Santos	Student Worker - Workability	Resignation	06/30/24
Aryionna C. Grier	Student Worker - Cafeteria	Resignation	06/05/24
Angel Guerrero Navarrete	Student Worker - Cafeteria	Resignation	06/06/25
Lulia T. Haile	Student Worker - Cafeteria	Resignation	06/01/24
Perla D. Hamouda	Student Worker - Cafeteria	Resignation	06/05/25
Danielle Hernandez	Student Worker - Workability	Resignation	06/30/25
David Hernandez	Student Worker - Cafeteria	Resignation	08/20/23
Katherine M. Hernandez	Student Worker - Cafeteria	Resignation	06/05/25
Stephon E. Howe	Student Worker - Workability	Resignation	12/31/24
Madalyn M. Hudson	Student Worker - Workability	Resignation	06/30/25
Adrian A. Ibarra	Student Worker - Cafeteria	Resignation	06/10/20
Julianne H. Kim	Student Worker - Workability	Resignation	12/31/24
Stormy N. Krizo	Student Worker - Workability	Resignation	06/30/20

NP - New Position
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Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Leaves and Separations
March 23, 2026

Name	Position	Action	Effective Date
Hailey N. Lainez	Student Worker - Cafeteria	Resignation	06/05/25
Jake E. Lee	Student Worker - Harbor Freight Summer	Resignation	07/21/24
Javier A. Lopez	Student Worker - Workability	Resignation	06/30/24
Priscilla A. Lopez	Student Worker - Workability	Resignation	06/06/24
David Lopez Camarena	Student Worker - Cafeteria	Resignation	06/06/25
Leonardo Lozano	Student Worker - Harbor Freight Summer	Resignation	07/20/24
Richard Lucker	Student Worker - Workability	Resignation	06/05/24
Darenger L. Lutche	Student Worker - Workability	Resignation	06/06/25
Nathan A. Maciel	Student Worker - Cafeteria	Resignation	06/05/24
Alicia J. Magdaleno	Student Worker - Workability	Resignation	06/30/25
Alejandro A. Maldonado Del Razo	Student Worker - Workability	Resignation	06/30/25
Tatiana G. Martin	Student Worker - Cafeteria	Resignation	06/01/24
Derek G. Martinez	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Vianey A. Martinez	Student Worker - Cafeteria	Resignation	06/03/24
Adam C. Mcilvain	Student Worker - Harbor Freight Summer	Resignation	07/21/24
Xaira C. Mendez	Student Worker - Cafeteria	Resignation	06/05/25
Jogany S. Mendoza Sanchez	Student Worker - Workability	Resignation	06/06/24
Edson J. Menes Valencia	Student Worker - Workability	Resignation	06/30/25
Chase J. Merrell	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Jim T. Mora	CTE Instructor	Resignation	02/27/26
Tetsuhiro J. Morita Menendez	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Daisy J. Navarro Gomez	Student Worker - Cafeteria	Resignation	06/01/24
Ashley S. Oliva	Student Worker - Cafeteria	Resignation	06/05/25

Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Leaves and Separations
March 23, 2026

Name	Position	Action	Effective Date
Ignacio F. Olivares	Student Worker - Cafeteria	Resignation	06/05/24
Matthew E. Oliver Loy	Student Worker - Cafeteria	Resignation	06/05/25
Noah M. Ontiveros	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Alberto Ornelas	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Daniel Orozco	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Sasha V. Orozco	Student Worker - Workability	Resignation	06/30/24
Camila Ortiz	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Edward W. Pabon	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Diego Padilla	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Errol R. Pamplona	Student Worker - Harbor Freight Summer	Resignation	07/20/24
Nicolas Pelayo	Student Worker - Cafeteria	Resignation	06/04/25
Elisa Perez	Student Worker - Workability	Resignation	06/30/24
Jacob A. Pittman	Student Worker - Harbor Freight Summer	Resignation	07/20/24
Pablo A. Puentes-Ortiz	Student Worker - Workability	Resignation	06/06/25
Isabela Ramos	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Junior Rangel	Student Worker - Workability	Resignation	06/05/25
Juan Raymundo	Student Worker - Workability	Resignation	06/30/24
Phoebe M. Reveles	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Kyle D. Reyes	Student Worker - Harbor Freight Summer	Resignation	07/20/24
Jacob A. Rivera	Student Worker - Cafeteria	Resignation	06/01/25
Manuel E. Rivera	Student Worker - Workability	Resignation	06/05/24
Rio B. Rivera	Student Worker - Workability	Resignation	06/30/25
Alexandria D. Rodriguez	Student Worker - Cafeteria	Resignation	06/30/24

Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Leaves and Separations
March 23, 2026

Name	Position	Action	Effective Date
Bianca J. Rodriguez	Student Worker - Cafeteria	Resignation	06/13/25
Ever O. Rodriguez	Student Worker - Workability	Resignation	06/06/25
Madison Rodriguez	Student Worker - Cafeteria	Resignation	06/05/25
Mindy Rodriguez	Student Worker - Cafeteria	Resignation	06/05/25
Isaiah J. Rosewitz	Student Worker - Cafeteria	Resignation	06/05/25
Carlos Rubalcava	Student Worker - Workability	Resignation	06/30/25
Victor J. Salcedo	Student Worker - Workability	Resignation	12/31/24
Rubi Salcedo Ponce	Student Worker - Workability	Resignation	12/31/25
Annalyse L. Salvatierra	Student Worker - Cafeteria	Resignation	06/01/25
Noah J. Samusick	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Gabriel A. Sanchez	Student Worker - Workability	Resignation	06/30/24
Jayden O. Sanchez	Student Worker - Workability	Resignation	06/30/25
Sophia A. Sauers	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Betsinat M. Seifu	Student Worker - Cafeteria	Resignation	06/01/24
Alana C. Soltis	Paraeducator - Special Education	Resignation	02/27/26
Ethan Y. Song	Student Worker - Cafeteria	Resignation	06/05/24
Brandon S. Suzuki	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Ricky T. Tedtaotao	Student Worker - Cafeteria	Resignation	06/25/25
Caleb C. Temblador	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Trinity C. Thurmond	Student Worker - Cafeteria	Resignation	06/01/24
Daniel D. Torres	Student Worker - Workability	Resignation	06/30/25
Oscar Torres	Student Worker - Workability	Resignation	06/06/24
Ulices Tovar	Student Worker - Workability	Resignation	06/30/24

NP - New Position
RP - Replacement
IP - Increase Pool

Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Leaves and Separations
March 23, 2026

Name	Position	Action	Effective Date
Vincent Toyos	Student Worker - Workability	Resignation	06/04/19
Patricia Trinidad Grissom	Student Worker - Workability	Resignation	06/30/24
Bryan Valadez	Student Worker - Workability	Resignation	08/30/24
Yahir Valle	Student Worker - Workability	Resignation	06/30/24
Julian Vargas	Student Worker - Workability	Resignation	04/30/24
Desiree Vazquez	Student Worker - Workability	Resignation	06/30/25
Stephanie Vera	Student Worker - Cafeteria	Resignation	06/04/25
Ricardo Verdin	Student Worker - Workability	Resignation	04/12/24
Cydnee Wallace	Walk-On Coach/Varsity Track Assistant	Resignation	03/05/26
Taiki Yamaguchi	Student Worker - Harbor Freight Summer	Resignation	07/18/25
Joyce Yang	Student Worker - Cafeteria	Resignation	06/01/24
Daniel Yerena	Student Worker - Workability	Resignation	03/14/25
Mia Zavala	Student Worker - Workability	Resignation	06/06/24
Djalma Oliveira	Head of Plant - Adult Facilities	Retirement	03/31/26
Jovany Gutierrez	Student Worker - Workability	Termination	02/06/26
Santiago V. Jimenez	Student Worker - Workability	Termination	02/06/26
Kayla M. Lainez	Student Worker - Cafeteria	Termination	02/06/26
Ian J. Lambert	Student Worker - Cafeteria	Termination	02/06/26
Pedro A. Mata	Student Worker - Workability	Termination	02/06/26
Jacob N. Montiel	Student Worker - Cafeteria	Termination	02/06/26
Kalvin D. Morales	Student Worker - Workability	Termination	02/06/26
Richard G. Murillo	Substitute Teacher	Termination	03/03/26
Ashley J. Nelson Rodgers	Student Worker - Workability	Termination	02/06/26

NP - New Position
RP - Replacement
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Norwalk-La Mirada Unified School District
Division of Human Resources
Personnel Report - Leaves and Separations
March 23, 2026

Name	Position	Action	Effective Date
Gustavo A. Quiyuch Giron	Student Worker - Workability	Termination	02/06/26
Jocelyn E. Rivera Martinez	Intern Master of Social Work	Termination	02/20/26
Shirley P. Santos	Substitute Teacher	Termination	02/27/26
Alyssa Weeks	Student Worker - Cafeteria	Resignation	06/05/25

NP - New Position
RP - Replacement
IP - Increase Pool

Memorandum of Understanding
By and between
The Norwalk-La Mirada School District
and
California School Employees Association
and its
Norwalk-La Mirada Chapter #404

Regarding 2025-26 Work Calendar and Illness/Vacation Accruals for Paraeducators, Preschool

The **Norwalk-La Mirada Unified School District** (District), and the **California School Employees Association and its Norwalk-La Mirada Chapter 404** (CSEA), herein after referred to as "Parties," enter into this Memorandum of Understanding (MOU) concerning work calendar and illness/vacation accruals for certain Paraeducators, Preschool.

WHEREAS, Paraeducators, Preschool are contracted to work 180 days per year, including 175 instructional days and 5 days for staff development;

WHEREAS, the Early Education Program hosted two voluntary staff development days on August 14-15, 2025;

WHEREAS, in order to earn maximum illness and vacation accruals as per the Master Agreement, Paraeducators, Preschool must work a minimum of eleven (11) days per month; and

WHEREAS, some Paraeducators, Preschool did not work at least one of the voluntary staff development days.

The Parties agree to the following:

1. Any Paraeducator, Preschool who did not work at least one (1) of the staff development days in August 2025, will have the option to work their regular hours on Friday, June 4, 2026 as extra pay.

2. The paid day on June 4, 2026 will be considered a workday for August 2025 to count towards the eleven (11) workdays required to receive full illness/vacation accruals for August 2025 only as provided in the Master Agreement.

3. Employees who choose not to work on June 4, 2026 will not receive extra pay and will not earn full illness/vacation accruals for August.

4. Employees who are absent on June 4, 2026 and have no remaining 2025–26 accruals will receive an adjustment on their payroll warrant reflecting the time taken.

5. The Parties agree that this MOU does not in any way alter or modify the existing, binding contract language in the CBA.

6. This MOU is non-precedent setting.

This MOU is entered into between the Parties on February 19, 2026, and is subject to District Board of Education approval, if applicable, and CSEA's 610 process.

FOR THE DISTRICT (NLMUSD):

2-19-2026
Michael R. Gotto, Ed.D. Date
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION (CSEA):

2-19-2026
Martha Jauregui Date
President, CSEA Chapter 404

2/20/26
Breanna Koehler Date
Labor Relations Representative

Memorandum of Understanding
By and between
The Norwalk-La Mirada School District
and
California School Employees Association
and its
Norwalk-La Mirada Chapter #404

Regarding Additional Release Day for CSEA President

This Memorandum of Understanding ("MOU") is entered into by and between the Norwalk-La Mirada Unified School District ("District" or "NLMUSD") and the California School Employees Association and Its Chapter #404 ("CSEA").

WHEREAS

1. The District and CSEA are parties to a current Collective Bargaining Agreement ("Master Agreement"); and
2. The Master Agreement currently provides the CSEA President with two (2) release days weekly; and
3. The District and CSEA desire to provide an additional release day weekly to support collaborative work that benefits District operations and systems; and
4. The parties wish to memorialize the terms and conditions of this additional release day.

NOW, THEREFORE, the District and CSEA agree as follows:

1. Additional Release Day
Effective upon execution of this MOU and continuing through December 31, 2026, the CSEA President shall be provided with one (1) additional release day weekly beyond the two (2) release days already provided for in the Master Agreement.

2. Purpose of Additional Release Day
The additional release day is intended to allow the CSEA President to participate in work or projects that create, improve, or enhance District systems, processes, or operational effectiveness.

3. Direction of Work
The Assistant Superintendent of Human Resources, or designee, shall direct the work and/or projects the CSEA President will participate in on this additional release day.

4. CSEA Business
When there is no District-directed work or project assigned on the additional release day, the CSEA President may use the time to conduct CSEA business.

5. Day of the Week
The day of the week for the additional release day shall be selected by mutual agreement between the CSEA President and the Assistant Superintendent of Human Resources, or designee. Once established, the day shall remain consistent unless modified by mutual agreement to meet District or operational needs.

6. Stipend
The District will pay a monthly stipend of $500 to the CSEA President included with the normal extra pay payroll cycle, effective the first workday after Board approval.

Memorandum of Understanding
By and between
The Norwalk-La Mirada School District
and
California School Employees Association
and its
Norwalk-La Mirada Chapter #404

Regarding Additional Release Day for CSEA President

7. Term
This MOU shall be effective upon execution and shall expire automatically on December 31, 2026, unless extended by mutual written agreement of the parties.

This MOU is non-precedential and shall not be cited or relied upon as a past practice or precedent in any future negotiations or disputes.

This MOU is entered into between the Parties on February 24, 2026, and is subject to District Board of Education approval, if applicable, and CSEA's 610 process.

FOR THE DISTRICT (NLMUSD):

2-24-2026
Michael R. Gotto, Ed.D. Date
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION (CSEA):

2.24.26
Martha Jauregui Date
President, CSEA Chapter 404

2/24/26
Breanna Koehler Date
Labor Relations Representative

Memorandum of Understanding
By and between
The Norwalk-La Mirada School District
and
California School Employees Association
and its
Norwalk-La Mirada Chapter #404

Regarding Clerk Typist Junior, Bilingual Position at Lampton Elementary School

The **Norwalk-La Mirada Unified School District** (District), and the **California School Employees Association and its Norwalk-La Mirada Chapter 404** (CSEA), herein after referred to as "Parties," enter into this Memorandum of Understanding (MOU) concerning the effects of an increase in hours for one Clerk Typist Junior, Bilingual position and the subsequent reduction of the position.

WHEREAS, currently there is one (1) part-time three and a half (3.5) hour per day, ten (10) months per year Clerk Typist Junior, Bilingual position assigned at Lampton Elementary School due to operational needs.

WHEREAS, the position is occupied by an incumbent.

WHEREAS, the school site has an interest in increasing the hours of the occupied position from three and a half (3.5) hours to seven (7) hours, ten (10) months.

The Parties agree to the following:

1. The first workday after Board approval, the hours of the position will be increased to seven hours (7) per day, ten (10) full months per year. Current incumbent: Sonia Salazar Barraza

2. The compensation and fringe benefits (i.e., sick and vacation accrual, PERS, and health and welfare benefits) shall be upwardly adjusted accordingly.

3. Should the School Site Council at Lampton Elementary School determine to utilize available funding differently to meet the needs of the school, by the October census date of a subsequent school year, the position shall be reduced to three and a half (3.5) hours, effective July 1st of the following year.

    a. The District shall not transfer work performed by the above positions to certificated employees, volunteers, confidential, management, students, short-term, limited term, substitute employees, or any other non-bargaining employees.

    b. If work of the above position is to be redirected to other unit members due to a "lack of funds" layoff, then the District will meet with CSEA on request to explain how it plans to mitigate the workload.

4. The Parties agree that this MOU does not in any way alter or modify the existing, binding contract language in the CBA.

5. This MOU is non-precedent setting but will remain in effect with the terms above if the current incumbent vacates the position.

This MOU is entered into between the Parties on March 2, 2026, and is subject to District Board of Education approval, if applicable, and CSEA's 610 process.

Memorandum of Understanding
By and between
The Norwalk-La Mirada School District
and
California School Employees Association
and its
Norwalk-La Mirada Chapter #404

Regarding Clerk Typist Junior, Bilingual Position at Lampton Elementary School

FOR THE DISTRICT (NLMUSD):

3-2-2026

Michael R. Gotto, Ed.D. — Date
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION (CSEA):

3.2.26

Martha Jauregui — Date
President, CSEA Chapter 404

FOR THE ASSOCIATION (CSEA):

3/2/26

Breanna Koehler — Date
Labor Relations Representative