

MAXWELL UNIFIED SCHOOL DISTRICT
515 Oak Street, P.O. Box 788
Maxwell, CA 95955
(530) 438-2291

A Special Board Meeting of the Governing Board of Maxwell Unified School District will be held on August 26, 2020 in the District Office at Maxwell Unified School District in Maxwell, CA at 5:00 p.m. at the above address.

Welcome to the meeting of the Board of Trustees of Maxwell Unified School District. Citizen participation in the form of oral or written communications is encouraged. Persons wishing to participate are requested to but are not required to sign up on the public information sheet available at the back of the meeting room. A file of the documents and backup information concerning the agenda items is also available to the public in the rear of the meeting room. The exhibit agenda binder file is not to be removed from the meeting room.

The public may comment on any item listed on the agenda prior to or during consideration of that item by the Board of Trustees. The Board welcomes a written synopsis of individual presentations.

All Board of Education meetings are digitally recorded and kept on file for 30 days after Board approval of the meeting minutes. The public is welcome to come into the District Office to listen to these tapes. Please call to make arrangements.

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please provide a written request to: Kristie Pearson, Executive Secretary at the Maxwell Unified School District Office at least three working days prior to any public meeting.

General Agenda Information

(Exhibits) Items so marked have supporting documents which have been distributed to the Board of Trustees. A public exhibit copy is available at the District Office and a copy will also be available for review at the back of the Board meeting room on the exhibit table.

(HO) Items so marked will have supporting documents handed out at the time the agenda item is addressed. Unmarked items have no supporting documents.

NOTE: This meeting is being agendized to allow staff and the public to participate in the meeting via teleconference, pursuant to the Governor's Executive Order N-29-20 dated March 17, 2020. Executive Order N-29-20 authorizes local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically to all members of the public and staff in effort to observe social distancing recommendations. Members of the public are encouraged to participate in the teleconference. You can listen to the meeting by dialing the teleconference number below:

Phone: 1.669.900.6833

Meeting ID: 956 2368 3515#

Please mute your phone when you are not speaking.

AGENDA

1. **CALL TO ORDER** _____ a.m.
ROLL CALL
Board Present:
Board Absent:
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA (Action Item)**

4. PUBLIC DISCUSSION

The Public Discussion item on the agenda allows for input to the Board on issues that are not on the published agenda.

The Governing Board wishes to obtain complete information on all matters which are of proper concern to the Board. Generally, persons wishing to address the Board are requested to sign up on the public information sheet available at the back of the meeting room prior to this item appearing on the agenda. Signing up, however, is not required. Time allotted to speakers may be limited. Speakers are requested to state their name and address for the Board's information. Board members may question speakers. Except under statutorily defined circumstances, action will not be taken regarding public commentary until referred to the appropriate administrative level.

5. PRESENTATION/DISCUSSION AND/OR ACTION ITEMS

A. School Reopening to in Person Update/Waiver Process (Exhibit)

- a. Public Discussion – 10 minutes
- b. Board Deliberation and Action

B. Consolidated Application for Funding (Exhibit)

- a. Public Discussion – 10 minutes
- b. Board Deliberation and Action

C. Architect Agreement with Gary Underhill for New Transportation Building (Exhibit)

- a. Public Discussion – 10 minutes
- b. Board Deliberation and Action

6. ITEMS FOR NEXT BOARD OF TRUSTEE MEETING

7. ADJOURNMENT

Maxwell Unified School District

School Reopening Plan

Fall 2020

Maxwell Unified School District Schools will reopen for in person attendance on September 8, 2020.

Distance Learning will be an option for those students whose families choose not to send their child back to school due to COVID-19 concerns.

This plan addresses the safety measures that will be put into place at our school sites to protect the physical and social-emotional needs of our students.

We understand the need to provide a safe and healthy environment for our students and staff. We also believe that everyone has the opportunity and right to choose which safety protocols should be put in place for their own children and selves. We will provide all personal protective equipment for students, staff, and guests on campus.

Please note that conditions are changing rapidly, and this plan can be adapted to meet new conditions as they arise.

MUSD Meets the California Department of Education's Checklist for Reopening Schools

- **Staff Training and Family Education**
- **Healthy Hygiene Practices**
- **Health Screenings for Students and Staff**
- **Physical Distancing**
- **Cleaning and Disinfection**
- **Face Coverings and other Essential Protective Gear**
- **Cohorting**
- **Entrance, Egress, and Movement within the School**
- **Identification and Tracing of Contacts**
- **Testing of Students and Staff**
- **Communication Plan**
- **Triggers for Switching to Distance Learning**

Section 1: Staff Training and Family Education

Please see our Site Specific Plans for Maxwell Elementary, Maxwell Middle School and Maxwell High School, located on the school website at <https://maxwell-ca.schoolloop.com/>. Plans have been distributed to all staff.

Person Responsible for implementing this plan:

Summer Shadley, Principal at Maxwell High School and Staci deWit at Maxwell Middle and Elementary School are responsible for implementing the plan.

Risk Assessment:

Maxwell Unified School District Employees are classified as medium exposure risk per the OSHA Classifications.

Control Measures to Prevent the Spread of the Virus:

(Click on the underlined items below to go on CDC.CDPH/and other source)

1. Individual Control Measures & Screening

- a. Employees will be provided face masks, face shields, disposable gloves, and hand sanitizer/soap, as needed. Signage to help guide employees as per safety measures will be placed all over the campus.
- b. Employees will complete a symptom screening daily prior to coming on site. [Symptom screenings and/or temperature checks.](#)
- c. [Workers who are sick or exhibiting symptoms of COVID-19 to stay home.](#)
- d. [Encourage Frequent hand washing and use of hand sanitizer.](#)
- e. [Provide disposable gloves to workers using cleaners and disinfectants if required.](#)
Consider gloves a supplement to frequent hand washing for other cleaning, tasks such as handling commonly touched items or conducting symptom screening.
- f. Require cloth face covers according to the [State Public Health Guidance.](#)
- g. Close or increase distance between tables/chairs in breakrooms or provide break areas in open space to ensure physical distancing.
- h. Visitors & members of the public will use face masks/covers.

2. Cleaning & Disinfecting Protocols

- a. Perform cleaning and disinfecting of frequently touched surfaces and in high traffic areas. [Frequently disinfect commonly used surfaces and personal work areas.](#)
- b. Clean and sanitize shared equipment between each use.
- c. Clean touchable surfaces between shifts or between users, whichever is more frequent.
- d. Equip shared spaces with proper sanitation products, including hand sanitizer and sanitizing wipes and ensure availability.
- e. Ensure that restroom facilities stay operational and stocked at all times.
- f. Use products approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved list and follow product instructions and Cal/OSHA requirements.
- g. Provide schedule for employees to implement cleaning and disinfecting practices.

3. Physical Distancing Guidelines

- a. Implement measures to physically separate workers by at least six feet using measures such as physical partitions or visual cues (e.g., floor markings, colored tape, or signs to indicate to where workers should stand).
- b. Reconfigure office spaces, staff rooms, etc. and decrease maximum capacity for conference and meeting areas.
- c. In-person meetings, if they are necessary, to ensure physical distancing.
- d. Stagger employee breaks, in compliance with wage and hour regulations, if needed.
- e. Reconfigure, restrict, or close common areas and provide alternative where physical distancing can be practiced, if needed.

For most recent county information contact: [Colusa County Public Health](#)– phone number (530)458-0380 website: <https://ca-colusacounty2.civicplus.com/771/COVID19>

Employee and Family Training:

Training Information as required by the California Department of Public Health Guidance is sourced from the CDC (Centers for Disease Control):

1. Employees shall watch safety video “COVID-19: How to Protect Yourself and Others” on TCSIG safety training videos which covers the information below. **Click on** the underlined items below to go to CDC/CDPH/ and other source.
 - a. [Information on COVID-19](#)
 - b. [Preventing the Spread](#)
 - c. [Vulnerable/High Risk Individuals](#)
 - d. [Self-Screening Instructions/Symptom Checks based on the CDC Guidelines](#)
 - e. [Sick Employees](#):: The importance of not coming to work if employees have a frequent cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, recent loss of taste or smell, or if they or someone they live with have been diagnosed with COVID-19.
 - f. [When to seek medical attention](#): Look for emergency warning signs* for COVID-19. If someone is showing any of these signs, seek emergency medical care immediately, trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face. **This list is not all possible symptoms.* Please call your medical provider for any other symptoms that are severe or concerning to you. Call 911 or call ahead to your local emergency facility: Notify the operator that you are seeking care for someone who has or may have COVID-19.
 - g. [The importance of hand washing](#)
 - h. [The importance of physical distancing](#), both at work and off work time.
2. Face Coverings
 - a. [Face coverings, masks, and respirators](#)– Information & Overview
 - b. [Face coverings, masks and respirators](#)– Handout
 - c. [Use of cloth face coverings to help slow the spread of COVID-19](#)– CDC Recommendations
3. Employees are assigned the flowing safety videos on [Healthy Schools Act](#)- Integrated Pest Management Training. This video is assigned [to all teachers, staff, and volunteers who use sanitizing wipes or sprays.](#)

Additional training materials below contain COVID-19 awareness as well as optional supplemental information on Coping with Stress and Anxiety techniques and other COVID-19 information

- Optional Training: “Managing Stress and Anxiety during the Coronavirus Pandemic”
- Optional Training: “COVID-19: How to Clean and Disinfect Your School”

Employees can find additional resources at:

These additional training videos can be found on your TCSIG safety video portal. You will find these videos under “Available Courses” in alphabetical order. Please see your site administrator If you have any questions.



Section 2: Healthy Hygiene Practices

- Hands should be washed often with soap and water for at least 20 seconds especially if you have been in a public place, after blowing your nose, coughing or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.
- Cover all surfaces of your hands and rub them together until they feel dry.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Avoid touching your eyes, nose and mouth with unwashed hands. If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Throw used tissues in trash.
- Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

Section 3: Health Screenings for Students and Staff

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/symptom-screening.html>

This document provides guidance to K-12 schools on COVID-19 symptom screening as part of a school reopening process. The guidance detailed here is intended only for **students in K-12** school settings. The number of reported children with SARS-CoV-2 (the virus that causes COVID-19) infection who experience symptoms, the types of symptoms they experience, and the severity of those symptoms differs from adults. Additionally, the consequences of excluding students from essential educational and developmental experiences differ from excluding individuals from other settings. Therefore, the considerations described here are different than those for other settings and populations.

We learn more about COVID-19 every day, and as more information becomes available, CDC will continue to update and share information. As our knowledge and understanding of COVID-19 evolves, this guidance may change. However, based on the best available evidence at this time:

- CDC does not currently recommend universal symptom screenings (screening all students grades K-12) be conducted by schools.
- Parents or caregivers should be strongly encouraged to monitor their children for signs of infectious illness every day.
- Students who are sick should not attend school in-person.

Passive screening will take place at Maxwell Unified School District

- Be alert for symptoms. Watch for fever, cough, shortness of breath, or other symptoms of COVID-19. Use the CDC Self-checker to help you. <https://www.cdc.gov/coronavirus/2019-ncov/testing/index.html>
- Take your temperature daily before coming on to campus or district vehicle.
- Don't take your temperature within 30 minutes of exercising or after taking medications that could lower your temperature, like acetaminophen.
- Each classroom and office will have a touchless thermometer to use on students and staff who appear to have a fever.
- If you are sick.....STAY HOME and notify the school immediately.

Section 4: Physical Distancing

- To the degree practicable, all student desks and tables should be arranged to allow for maximum student to student distancing.

- All students should face the same direction rather than sitting in groups or facing each other.
- In shops, gyms, etc. consider taking attendance and providing instruction in larger spaces or outdoors rather than classroom seating.
- Large band, choir, etc. classes may want to make arrangements for larger spaces or outdoor practice when possible.
- Classrooms need to be free of any additional or unnecessary furniture or clutter that may get in the way of distancing or disinfecting practices.
- During this time consider assignments and projects that reduce the need for collaboration and sharing of materials.
- Barriers will be placed in school office, library and cafeteria to have barrier between staff who see multiple cohorts
- Areas will be clearly marked with reminders to distance along with general safety.
- Students in close proximity or close physical contact will be asked to separate.
- Lines will be marked for distancing.
- Dining in the cafeteria will be thoroughly spaced to limit close contact.
- Food lines will not require touching a keypad. Students will give their number to the Food service worker.

Section 5: Cleaning and Disinfection

MUSD Maintenance and Operations takes great pride in the care and cleanliness of our facilities. Detail as to all cleaning practices and procedures can be found in our district custodial guide and in our Injury and Illness Prevention Program (IIPP). In this plan we highlight some key areas on which we are focusing, and additional procedures, equipment, and practices being added to ensure a safe return to school due to COVID-19.

- Hand Sanitizing Stations in all classrooms, gyms, labs, offices, etc.
- Disinfecting Spray Bottles and paper towels in all classrooms, gyms, shops, offices, etc. for student and staff interim disinfecting.
- Disinfecting staff and student bathrooms, sinks, light switches, etc. every two hours.
- Disinfecting pump sprayers on site for daily disinfecting.
- Soap and paper towel dispensers checked and stocked regularly.
- Notices posted for disinfecting where needed.
- Classroom furniture arrangements to improve distancing capabilities where possible.
- Student and staff face coverings available for those who request or require them for their own personal use at school or work.
- Removal of unnecessary furnishings and clutter from classrooms and office areas.
- Ensure equipment cleaning and disinfecting practices by students and staff in gyms, labs, and shops are followed.
- Disinfecting solution and towels will be in every classroom, office, and common area for staff to sanitize areas as needed.

Section 6: Face Coverings and other Essential Protective Gear

- Students in grades TK-2 are not required to wear face masks but are encouraged to.
- Students in 3rd-12th grade should wear face masks when social distancing is not an option.
- All staff on campus should wear face masks.
- Face masks and other PPE will be provided by the District.
- Face masks are available in all school offices, classrooms, and other gathering areas.

Masks are a preventive measure and are **most** essential in times when social distancing is difficult. If masks cannot be used, make sure to take other measures to reduce the risk of COVID-19 spread, including

social distancing, frequent hand washing, and cleaning and disinfecting frequently touched surfaces. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html#feasibility-adaptations>

Students and staff on campus with a medical, sensory sensitivities, and/or mental health conditions should consult with health care provider for advice on wearing masks. If students in class are not able to wear a mask the unmasked students will be seated together in a location that prohibits them from breathing toward masked students/staff.

Section 7: Cohorting

Students will be in the following cohorts (Max numbers below as some students will opt to remain distance learning:

- Tk/K- 17 students
- 1- 22 students
- 2- 24 students
- 3A- 16 students
- 3B- 16 students
- 4- 25 students
- 5- 33 students
- 6- 23 students

Students will have recess and lunch with their prospective cohorts. Students will report directly to their classrooms in the morning to prevent cross contamination of cohorts. Students on Stonyford and Valley Bus routes will be identified as a cohort and will belong to more than one cohort.

Section 8: Entrance, Egress, and Movement within the School

We will have one-way entrance and exit into the school for drop off, pickup and in the cafeteria. Please see map below.



School Bus:

- Disinfecting and cleaning after each route.
- Hand sanitizer on each bus. Students will be given hand sanitizer while entering the bus.
- Open windows on buses as much as practicable, weather permitting
- Seat students with siblings when possible
- Seat students at least every other seat or in an arrangement that allows for the most social distancing

Section 9: Identification and Tracing of Contacts

Superintendent, Summer Shadley, is the designated contact person to support Public Health with contact tracing. She can be reached at 530-438-2052 or by email at summershadley@maxwell.k12.ca.us.

Section 10: Testing of Students and Staff

Maxwell Unified School District will not be requiring testing of students or staff. If a student or staff member is sick with COVID-19 symptoms, staff and students will be directed toward Public Health or their primary doctor for testing. If the District believes an employee has been exposed to COVID-19 the District may require the employee to be tested prior to returning to work.

Section 11: Communication Plan

The COVID-19 virus is spreading throughout our community and will continue to do so until either a vaccine or herd immunity ends the spread altogether. As we learn more and more about the virus, we now know that our youth are least affected and generally recover quickly. We also know much more about how the disease spreads and for how long a person may be contagious. With that knowledge, we are well prepared for what to do when a student or staff member exhibits symptoms or tests positive for COVID-19. Students, staff, and parents need to remember to self-screen daily. If they are exhibiting symptoms, they need to stay home and schedule an appointment with their health care provider to determine if they need to be tested. The CDC offers this Self-Checker to aide in this decision:

<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>

If a student, staff member, or family member within the household tests positive for COVID-19:

1. Seek medical care from your healthcare provider in accordance with Colusa County Public Health Guidelines.
2. Alert the school administration as quickly as possible to ensure the student can be provided with resources and to get started on Independent Study.
3. Student should not come to school until they have been cleared to do so by your healthcare provider. If a family member is the one who is sick, you must follow the guidance from Colusa County Public Health prior to returning to school.

If a student becomes sick while at school or begins to exhibit any symptoms:

Student will be sent directly to the office where they will be:

- a. Evaluated by administrator or designee.
- b. Recommended for testing for COVID-19. School will contact public health to determine next steps.
- c. Asked whom they have been in close physical contact with (i.e. shared food or beverage, sports, hugged, etc.)
- d. Held in isolation area until a parent/guardian come to pick them up.
- e. Holding room will be sanitized along with classroom and common areas on campus immediately after identification.
- f. Asked to remain home until test results either clear the student to return or confirm a positive case.

Guidance based on community exposure, for people exposed to people with known or suspected COVID-19 or possible COVID-19

<https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>

Person	Exposure to	Recommended Precautions for the Public
<ul style="list-style-type: none"> Individual who has had close contact (< 6 feet)** for ≥15 minutes*** 	<ul style="list-style-type: none"> Person with COVID-19 who has symptoms (in the period from 2 days before symptom onset until they meet criteria for discontinuing home isolation; can be laboratory-confirmed or a clinically compatible illness) Person who has tested positive for COVID-19 (laboratory confirmed) but has not had any symptoms (in the 2 days before the date of specimen collection until they meet criteria for discontinuing home isolation). <p>Note: This is irrespective of whether the person with COVID-19 or the contact was wearing a mask or whether the contact was wearing respiratory personal protective equipment (PPE)</p>	<ul style="list-style-type: none"> Stay home until 14 days after last exposure and maintain social distance (at least 6 feet) from others at all times Self-monitor for symptoms <ul style="list-style-type: none"> Check temperature twice a day Watch for fever*, cough, or shortness of breath, or other symptoms of COVID-19 Avoid contact with people at higher risk for severe illness from COVID-19 Follow CDC guidance if symptoms develop
All U.S. residents, other than those with a known risk exposure	<ul style="list-style-type: none"> Possible unrecognized COVID-19 exposures in U.S. communities 	<ul style="list-style-type: none"> Practice social distancing and other personal prevention strategies Be alert for symptoms <ul style="list-style-type: none"> Watch for fever*, cough, or shortness of breath, or other symptoms of COVID-19 Check temperature if symptoms develop Follow CDC guidance if symptoms develop

Students sent home for exhibiting symptoms or awaiting test results will be provided Distance Learning opportunities (Short-Term Independent Study) while they are out. Only students who were in close physical contact with any student who tests positive or exhibits symptoms will be monitored by health staff. Being in the room with someone who was ill does not constitute close physical contact.

Section 12: Triggers for Switching to Distance Learning

Superintendent will remain in close contact with Colusa County Public Health (CCPH) should a potential exposure occur. With the help of CCPH we will determine if a cohort should be quarantined. If this is the case, the cohort would switch to distance learning platform using Google Classroom and Zoom just as we did the start of the school year.



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

What measures should be taken when a student, teacher or staff member has symptoms, is a contact of someone infected, or is diagnosed with COVID-19?

	Student or Staff with:	Action	Communication
1.	COVID-19 Symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing) Symptom Screening: Per CA School Sector Specific Guidelines	<ul style="list-style-type: none"> • Send home • Recommend testing (If positive, see #3, if negative, see #4) • School/classroom remain open 	<ul style="list-style-type: none"> • No Action needed
2.	Close contact (+) with a confirmed COVID-19 case	<ul style="list-style-type: none"> • Send home • Quarantine for 14 days from last exposure • Recommend testing (but will not shorten 14-day quarantine) • School/classroom remain open 	<ul style="list-style-type: none"> • Consider school community notification of a known contact
3.	Confirmed COVID-19 case infection	<ul style="list-style-type: none"> • Notify the local public health department • Isolate case and exclude from school for 10 days from symptom onset or test date • Identify contacts (+), quarantine & exclude exposed contacts (likely entire cohort (++) for 14 days after the last date the case was present at school while infectious • Recommend testing of contacts, prioritize symptomatic contacts (but will not shorten 14-day quarantine) • Disinfection and cleaning of classroom and primary spaces where case spent significant time • School remains open 	<ul style="list-style-type: none"> • School community notification of a known case
4.	Tests negative after symptoms	<ul style="list-style-type: none"> • May return to school 3 days after symptoms resolve • School/classroom remain open 	<ul style="list-style-type: none"> • Consider school community notification if prior awareness of testing

Sample Letter Notifying Families About Exposure to COVID-19

Maxwell Unified School District

P. O. Box 788 / 515 Oak St., Maxwell, CA 95955

Phone (530) 438-2052 Fax (530) 438-2693

Summer Shadley, Superintendent

Date:

Dear _____,

We would like to inform you that we have recently received information about a confirmed case of Coronavirus Disease 2019 (COVID-19) in a student or staff person at _____. Cleaning and disinfecting of the exposed location have been completed. We urge you to take necessary precautions to limit coronavirus spread in our community.

How You Can Help

Be proactive about reducing the number of interactions that students and staff have with one another by practicing physical (or social) distancing (staying at least 6 feet apart) to limit the spread of the coronavirus. In addition to physical distancing, another important tool to prevent the spread of coronavirus is to practice good hygiene. Important public health prevention messages include:

- **Stay home when you are sick.** Anyone with symptoms consistent with COVID 19 should remain at home in isolation for a minimum of 10 days plus at least 3 days after the resolution of fever (without fever-reducing medication) and improvement in other symptoms.
- **Wash your hands often with soap and water for at least 20 seconds.** Sing the Happy Birthday song to help know when it has been 20 seconds. If soap and water are not available, use alcohol-based hand sanitizers that contain at least 60% alcohol.
- **Cover your coughs and sneezes with a tissue, and then dispose of the tissue and clean your hands immediately.** If you do not have a tissue, use their sleeve, not your hands, to cover their coughs and sneezes.
- **Limit close contact with people who are sick, and avoid sharing food, drinks, or utensils.**
- **Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipes.**
- All students and staff should **wear a mask or face covering while in the Educational Setting.**

Health screenings of COVID-19 performed at home prior to students and staff arriving on campus will help keep our educational setting safe. If you do not have a thermometer at home please make arrangements with the school office to have your child's temperature taken before entering the classroom.

Public Health Actions

All confirmed cases should be isolated and close contacts quarantined for 14 days from last exposure in order to prevent illness in new persons. "Close contact" means being a household member, intimate contact, or caregiver of a confirmed or suspected COVID-19 case; within 6 feet of the confirmed or suspected COVID-19 case for more than 15 minutes, even if wearing a non-medical face covering; or having unprotected contact with the infected person's body fluids and/or secretions, for example, being coughed or sneezed on.

Please note that all information, including the name(s) of ill persons, shared regarding any Public Health investigation is confidential in order to protect patient privacy.

Application Cover Form for Elementary School Reopening Waiver

I. Background Information

School Name: Maxwell Elementary School

School District: Maxwell Unified School District

Superintendent Name: Summer Shadley

Grades to be Reopened: TK-6th

Total Number of Students by Grade:

TK: 1 K: 16 1: 22 2: 24 3A: 16 3B: 16 4: 26 5: 34 6: 23

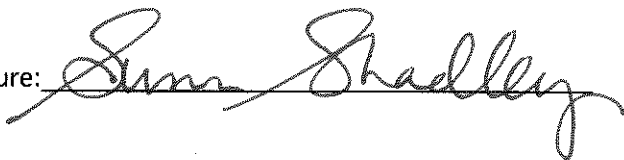
Date of Reopening: September 8, 2020

Name of Person Completing Application: Summer Shadley

Phone Number: 530-438-2052

Email: summershadley@maxwell.k12.ca.us

Signature:



Date:

8/24/20

II. Please attach your school reopening plan. The plan must be consistent with guidance for schools from the California Department of Public Health and the California Department of Education. The plan must address the following components:

1. **Staff Training and Family Education.** Describe how staff will be trained and families will be educated on sanitation, physical distancing, face coverings, health screenings, identifying COVID-19 symptoms, to promote health hygiene practices among students, ...
2. **Healthy Hygiene Practices.** Describe the availability of handwashing stations and hand sanitizer, and how their use will be promoted and incorporated into routines.
3. **Health Screenings for Students and Staff.** Describe how students and staff will be screened every day before school for symptoms of COVID-19 and how ill students or staff will be separated from others and sent home immediately. Describe how students or staff will be cleared to return to school after illness.
4. **Physical Distancing.** Describe how students and staff will remain at least 6 feet apart at all times while on campus.
5. **Cleaning and Disinfection.** Describe how shared surfaces will be regularly cleaned and disinfected and how use of shared items will be minimized.
6. **Face Coverings and other Essential Protective Gear.** Describe how CDPH's face covering requirements will be met and enforced.
7. **Cohorting.** Describe how students will be kept in stable groups with fixed membership that stay together for all activities (such as lunch, recess, etc.) and avoid contact with other groups or individuals who are not part of the cohort.
8. **Entrance, Egress, and Movement within the School.** Describe how students, staff, and parents will be dropped off, picked up, and move about the school grounds to avoid close contact and/or mixing of cohorts.
9. **Identification and Tracing of Contacts.** Describe what action you will take when there is a confirmed case in the school. Each school must designate a staff person to support contact tracing, such as creation and submission of lists of exposed students and staff to Public Health,

9. and notification of exposed persons. Each school must designate a person for Colusa County Public Health to contact about COVID-19.
10. Testing of Students and Staff. Describe how you will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Describe how you will test staff periodically to detect asymptomatic infections.
11. Communication Plan. Describe how you will communicate with students, staff, and parents about cases and exposures at the school.
12. Triggers for Switching to Distance Learning. List the criteria you will use to determine when to close the school for in-person instruction.

III. **Please attach letters of support** from the following entities:

- All labor unions with workers at the school. If no labor union exists, such as for a private school, a letter of support must be provided by whichever organization(s) represents teachers and other staff at the school. If there is no representative organization, a letter of support must be signed by the majority of teachers and other staff at the school.
- Letter of support from parent organization(s).

Resources for Completing Your Plan

CDPH and Cal/OSHA Guidance for Schools and School-Based Programs

<https://files.covid19.ca.gov/pdf/guidance-schools.pdf>

California Department of Education Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools

<https://www.cde.ca.gov/ls/he/hn/strongertogether.asp>

CDPH COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf>

Summer Shadley

From: Stephanie <stephanie@hoblit.com>
Sent: Monday, August 24, 2020 10:42 AM
To: Summer Shadley
Subject: MY SUPPORT TO SIGN WAIVER

I SUPPORT MY CHILDREN TO RETURN TO MAXWELL ELEMENTARY SCHOOL TODAY 08/24/2020. TAYLOR AND MCKYNZI CANTRELL WILL RETURN TO SCHOOL ASAP.

THANK YOU
STEPHANIE CANTRELL

Summer Shadley

From: Jewels Chainey <jewelschainey@gmail.com>
Sent: Monday, August 24, 2020 1:42 PM
To: Summer Shadley
Subject: Support

I jewels chainey support the kids going back to school my daughter has IEP and it's hard for me to help her in ways I'm not sure how too

Thank you!!

Summer Shadley

From: Kristina Evans <evans.kristina514@gmail.com>
Sent: Monday, August 24, 2020 1:22 PM
To: Summer Shadley
Subject: Support for in person instruction

Hello,

My name is Kristina Evans. I am a parent to a second grader at Maxwell Elementary School. I support kids going back to school with their classmates and teachers. Keeping kids out of school can increase abuse, negligence, and hunger. It can also cause mental health issues such as depression and anxiety.

Having said that, I don't believe it is better for ALL children to go back to school if that means masks, plexiglass around desks, closed playgrounds, outside play that requires 6 ft distance, or hand sanitizer 10 times a day. I believe these changes will also cause anxiety in children as well as weaken their immune systems. I am not a scientist or a doctor, but it seems like common sense to me. I feel if these means will be used to open the school back up, we will be keeping our son out until things can go "back to normal".

In other places they have seen no uptick in cases when kids go back to school and I feel people using political agendas to keep kids out of school is unfair to the children and society as a whole. I believe things that would help (just as they would help during flu season any other year) are things like disinfecting high traffic areas often, having the kids wash their hands with soap before eating, and possibly even temp checks before entering school. If a parent gives their child tylenol before school to lower their temp and knowingly send them, there should be some sort of punishment.

I know these are trying times and its very difficult to please everyone, so I will end this by saying I believe schools should be open however they can get open (even if that means excessive "safety" protocols), and you should allow parents the choice of sending their kids or continuing distance learning.

Thank you,
Kristina Evans

Colusa County Public Health

I am a grandparent (guardian of my grandson) He is a 5-year-old going in to kindergarten. He has the right to go to school face to face. Kindergarten is very important start as how a child looks a school, it sets their pace for their entire education.

He is in day care doing the distant learning, so I can work, and I feel he will not learn anything, not by the fault of my day care provider. She has many kids to look after, so he is sat at the table with head phones on to try and teach his self what the teacher is trying to teach him.

He has no interest in it and gets bored, he needs the interaction of the teacher and his classmates to succeed.

Today is only the 5 day and we were not able to log on due to technical difficulties so a day missed already, and I am sure many more to come .

Please put our kids in school face to face.

Thank you

Cynthia Hackett 8/24/2020

Summer Shadley

From: Michael M <michaeljamesmcneil@gmail.com>
Sent: Monday, August 24, 2020 9:26 AM
To: Summer Shadley
Subject: Parent Letter of Support

To whom it may concern:

We as parents and a community are having to make difficult decisions that balance the social and emotional well being of our students, fostering a healthy learning environment, and the overall health and safety of our community. I do believe COVID-19 should not be taken lightly and that our community needs to continue best practices that lessen the transmission of the disease. With that said, I fully support the waiver for TK-6 in class instruction for Maxwell Unified. I believe with proper protocols and safety measures and concerted efforts of faculty and staff our students can safely learn and minimize the potential spread of COVID-19. I fully support the Maxwell Unified administration in their efforts to seek a waiver in order to cultivate social and educational foundations for the young student population.

Best,

Michael J McNeil
Parent of 1st Grader

California Department of Education

Consolidated Application

Maxwell Unified (06 61606 0000000)

Status: Certified
Saved by: Danielle Wilson
Date: 8/17/2020 8:18 PM

2020-21 Application for Funding

CDE Program Contact:Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/26/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Ana Rosa Huerta
DELAC review date	04/12/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title V, Part B Subpart 1 Small, Rural School Achievement Grant ESSA Sec. 5211 SACS 5810	Yes
Program Record/Award Number If participating, then provide the required code	20SRSA0434
Title V, Part B Subpart 1 Alternative Uses of Funds Authority Participation	Yes

*****Warning*****

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CONTRACT BETWEEN OWNER AND ARCHITECT

AGREEMENT made this 19th day of August in the year 2020 in Yuba City, California.

BETWEEN the Architect:

Synthesis Partners, LLC (SPLLC)
PO Box 1900
Yuba City, CA 95992
T: 530.298.7298
E: gary@SPLLC-arch.com
Gary M. Underhill, President

and the Owner:

Maxwell Unified School District
PO Box 788
Maxwell, CA 95955
T: 530.438.2052
E: summershadley@maxwell.k12.ca.us
Summer Shadley, Superintendent

For the following Project: (SPLLC Project No. 20-M04-01)

Maxwell Unified School District – New Transportation Building

515 Oak Street, Maxwell, CA 95955

The project will consist of the design and construction of a new transportation building on the south side of the school campus of Maxwell High School. The construction scope will consist of the following:

- Preparation of site for installation of new pre-engineered metal transportation building
- Installation of site utilities; connection of electrical service, connection of a fire alarm system and connection of facility Data/Telecomm to new transportation building
- Installation of new concrete slab and footings for new metal building
- Installation of a new pre-engineered metal building; size to be determined
- Installation of paved areas at perimeter of new building

The scope of professional design services Synthesis Partners, LLC will be providing consist of **A TWO STEP PROCESS**:

• **STEP ONE – THIS AGREEMENT**

- Definition of the Project Parameters; goals, objectives, building uses, project schedule and budget
- Preparation of Schematic Design Documents incorporating the project goals and objectives into a design solution

• **STEP TWO – UNDER A SEPARATE FUTURE AGREEMENT**

Once STEP ONE is complete and the district authorizes the architect to proceed with STEP TWO.

- Preparation of Construction documents including drawings and written specifications (on drawings only)
 - ❖ Includes grading plans in general area of work by civil engineer
- No agency approval process is expected
- Assisting with bidding and bid analysis
- Limited Construction Administration services as needed – expected 8 week construction schedule
 - ❖ 3 site visits included in base scope – limited to 20 hours of Project Architect’s (PA’s) time and 12 hours of the Principal-in-Charge’s time*
 - ❖ Review and processing of Submittals, RFI’s, and CCD’s will be billed hourly – limited to 8 hours of PA’s time, 4 hours of the Principal-in-Charge’s time, and 4 hours of a Drafter’s time.*

CONTRACT BETWEEN OWNER AND ARCHITECT

Maxwell Unified School District

Maxwell High School – MUSD New Transportation Building

Project Number – 20-M04-01

- *Any additional required time will be billed as authorized by the district under a supplemental service agreement
- Post construction services, project closeout

Professional Design and Engineering Team:

- Architect – Synthesis Partners, LLC – Jaycen Russell, Senior Project Manager
- Civil Engineering – Warren Consulting Engineers, Inc. – Jim Stephens
- Electrical Engineering – M. Neils Engineering, Inc. - Stuart Lindsay, President
- Fire Alarm Design – Voltage Specialists, Inc. - Bill Bunch, President
- Project Cost Estimator – Tapestry Builders, Inc.
- Pre-engineered metal building manufacturer - TBD

Summary of Services:

The design and engineering team shall provide professional design and documentation services to include the following:

STEP ONE – THIS AGREEMENT

Phase I – Pre-Design (PD)

- PD Administration & Team Meetings
 - Meeting with Owner to develop project goals, needs, and priorities
- PD Documentation
 - Prepare initial project scope, and schedule
 - Measure site at new building and accessibility features (path of travel) and document existing conditions
 - Prepare written project scope statement and identify design considerations
 - Generate base drawings for site to identify existing conditions and define areas of work

Phase II – Site Analysis

- No work

Phase III – Schematic Design (SD)

- SD Administration & Team Meetings
 - Meeting with Owner to review/refine site plan, building plan, and exterior elevations alternatives
 - Site Investigation to determine electrical capacities and points of connection
 - Coordinate with a pre-engineered metal building manufacturer to determine building design options
- SD Documentation
 - Perform a building code analysis and summary
 - Prepare design site plan, building plan, and exterior elevations alternative sketches for consideration and approval by owner. Prepare final design solution.

STEP TWO – TO BE CONTRACTED UNDER A SEPARATE FUTURE AGREEMENT

Phase IV – Design Development (DD)

- A part of the construction document phase

Phase V – Construction Documents (CD)

- CD Administration & Team Meetings
 - Client Meeting
 - Site Visit to verify final design
 - Coordination with pre-engineered building manufacturer

CONTRACT BETWEEN OWNER AND ARCHITECT

Maxwell Unified School District

Maxwell High School – MUSD New Transportation Building

Project Number – 20-M04-01

- CD Documentation
 - Overall Site Plan – Identify POT, accessible restroom locations, accessible parking – prepare documentation for alterations required to meet current accessibility code requirements
 - Enlarged/Partial Architectural Site Plan at new transportation building
 - Enlarged/Partial Grading Plan at new transportation building
 - Enlarged/Partial Electrical Site Plan at new transportation building
 - Architectural Details & Specifications
 - Technical Specifications Project Manual (bidding documents to be provided by district)

Phase V – Agency Review/Approval (AR)

- AR None required

Phase VI – Bidding Process (BP)

- BP Bid Administration
- BP Bid Assistance
- BP Bid Evaluation

Phase VII – Construction Administration (CA)

- CA Administration
 - Attendance of 3 site visits
- CA Documentation
 - Progress Reports, Submittal Logs, RFI’s & AIB’s
- CA Review submittals
- CA Prepare punch list
 - Site visit to prepare punch list
 - Sign off punch list

Phase VIII – Post Construction (PC)

- PC Administration & Documentation
 - Collection and delivery of as-built documents to district

Summary of Work Not Included in This Agreement

- Metal building drawings and specifications – by building manufacturer, contracted directly with district

Summary of Owner’s Responsibilities:

- *Site topographic survey at general area of work*
- *Soils and Geological reports*
- Directly pay for all agency fees associated with this project.
- Directly pay for the services of a testing lab for any specific tests required for this project.
- Hire an underground locator service to identify the location of all underground utilities within the area of work and at the point of connection to existing systems.
- A reference copy of the existing site development plans – both hardcopy and CAD files (if exists).
- Intrusion Alarm System, if desired by owner

Fees for AE Services – STEP ONE	
Basic services, a stipulated sum of EIGHT Thousand SIX Hundred Dollars	\$ 8,600

CONTRACT BETWEEN OWNER AND ARCHITECT

Maxwell Unified School District

Maxwell High School – MUSD New Transportation Building

Project Number – 20-M04-01

▪ Architectural Design and Construction Documentation – PHASES I and III	\$ 8,400
▪ Deliverables – Printing, Plotting, Reprographics, and Deliveries Includes all plan sets through DSA approval, none included for bidding or CA)	\$ 200

Payment Schedule	
Synthesis Partners, LLC will invoice Owner on a monthly basis by the project phases as follows:	
▪ Phase I – Predesign	\$ 2,200
▪ Phase III – Schematic Design	\$ 6,400

Additional Scope:

If, at the written request of the Owner, Synthesis Partners, LLC is authorized to complete other additional work beyond the scope listed above, that work will be completed on a time and materials basis, invoiced monthly as time is expended, at the following hourly rates;

Principal Architect:	\$200.00/Hr	Project Engineer:	\$175.00/Hr
Project Architect:	\$175.00/Hr	Project Manager:	\$150.00/Hr
Interior Designer:	\$125.00/Hr	Project Coordinator:	\$100.00/Hr
Graphics Presentations:	\$100.00/Hr	Drafter:	\$ 80.00/Hr
Office Manager:	\$ 75.00/Hr	Accounting:	\$ 60.00/Hr
Clerical:	\$ 50.00/Hr	Public Hearings:	\$250.00/Hr

Synthesis Partners, LLC

Maxwell Unified School District

By: Gary M. Underhill, President

By: Summer Shadley, Superintendent

Date: August 19, 2020

Date: _____

CONTRACT BETWEEN OWNER AND ARCHITECT

Maxwell Unified School District

Maxwell High School – MUSD New Transportation Building

Project Number – 20-M04-01

Exhibit A – Contract Terms

Client and ARCHITECT agree that the following provisions shall be part of their agreement:

1. Invoices: Shall be presented to Client for the above work monthly and are due and payable upon presentation and delinquent twenty (20) days thereafter. Client hereby agrees to pay finance charges of 1.5 percent per month for delinquent accounts.
2. Deliverables: Additional project expenses incurred by SPLLC will be invoiced separately. An administration fee of 15% will be added to all project related expenses paid for by SPLLC and then invoiced to the Client. All printing, plotting, reprographic, CAD file translation, shipping and additional ARCHITECT fees not listed in this scope of work is the responsibility of the Client.
3. Changes in Project Scope: If the scope of the project or of the Architect’s services is changed materially, the amount of compensation shall be equitably adjusted. All adjustments to scope and compensation shall be described in writing and mutually agreed upon prior to the commencement of any Additional Services.
4. Change Orders & Substitutions: If SPLLC prepares drawings, specifications and other documentation and supporting data, for the processing and approval of Change Orders & Substitutions that are not the result of direct or indirect negligence, errors or omissions on the part or SPLLC, SPLLC shall be given additional compensation for these services.
5. Non-Responsibility: Synthesis Partners, LLC shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond SPLLC’s reasonable control; or for delays caused by failure of Client or Client’s agents to furnish information or to approve or disapprove SPLLC’s work promptly, or due to late or slow or faulty performance by Client, Client’s ARCHITECTS, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of SPLLC’s services.
6. Site Control: Synthesis Partners, LLC and its personnel shall have no authority or responsibility to exercise control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the project. Client agrees that its contractor shall be solely responsible for job safety, means and methods, and warrants that this intent shall be made evident in Client’s agreement with its contractor. Client also agrees that Client, Synthesis Partners, LLC, and Synthesis Partners, LLC.’ ARCHITECTs shall be indemnified and shall be added as additionally insured entities under the Contractor’s General Liability Insurance and Builder’s Risk policies.
7. Cost Estimates: In providing opinions of probable construction costs, Client understands that Synthesis Partners, LLC. has no control over costs or the price of labor, equipment, materials, or over any contractor’s method of pricing, and the opinions of probable construction costs provided by SPLLC are to be made on the basis of SPLLC’s qualifications and experience.
8. Instruments of Service: The drawings, specifications, and other documents, including those in electronic form, produced by SPLLC under this agreement are for use solely with respect to the Project. SPLLC shall be deemed to Client of these documents and shall retain all common law, statutory and other reserved rights, including copyright. SPLLC grants to the Client a nonexclusive license to reproduce such SPLLC documents for the purpose of constructing, maintaining or using the Project. Any unauthorized use of SPLLC documents shall be at Client’s sole risk without liability to SPLLC.
9. Commence of Work: Actual work will commence upon receipt of this executed document and initial payment, if required.
10. Agreement: Shall be considered void if not executed within thirty (30) days from the date of this document.
11. This agreement shall be binding upon heirs, executors, administrators, successors and assigns of client and ARCHITECT.
12. This agreement shall not be assigned by either client or ARCHITECT without the prior written consent of the other.
13. This agreement contains the entire agreement between client and ARCHITECT relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and ARCHITECT.
14. ARCHITECT’s waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
15. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and ARCHITECT.
16. This agreement shall be governed by and construed in accordance with the laws of the State of California.
17. ARCHITECT shall only act as an advisor in all government relations.
18. All original papers, documents, drawings and other work product of ARCHITECT, and copies thereof, produced by ARCHITECT pursuant to this agreement shall remain the property of ARCHITECT and may be used by ARCHITECT without the consent of client. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client’s account is paid current.
19. Client acknowledges that its right to utilize the services and work product provide pursuant to this agreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that ARCHITECT has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
20. Client and ARCHITECT agree to cooperate with each other in every way on the project.
21. Upon request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.



CONTRACT BETWEEN OWNER AND ARCHITECT

Maxwell Unified School District

Maxwell High School – MUSD New Transportation Building

Project Number – 20-M04-01

22. ARCHITECT makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
23. Client agrees not to use or permit any person to use plans, drawings, or other work product prepared by ARCHITECT, which plans, drawings, or other work product are not final and which are not signed, stamped or sealed by ARCHITECT. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by ARCHITECT and waives liability against ARCHITECT for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by ARCHITECT. If ARCHITECT's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
24. ARCHITECT has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless ARCHITECT is responsible for such early termination, client agrees to release ARCHITECT from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by ARCHITECT be suspended, abandoned, or terminated, client shall pay ARCHITECT for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by client as extra services.
25. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which ARCHITECT may have for the performance of services pursuant to this agreement. Client agrees to separately provide to ARCHITECT the present name and address of the record Client of the property on which the project is to be located. Client also agrees to separately provide ARCHITECT with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
26. If payment for ARCHITECT' s services is to be made on behalf of a client by a third-party lender, client agrees that ARCHITECT shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, a condition of receiving payment for services.
27. It is understood that ARCHITECT will be paid approximately 10 days after they receive payment from their client. If ARCHITECT has not been paid within 30-days after this payment from the district, then client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1 ½%) per month or a monthly charge not to exceed the maximum legal rate.
28. Client agrees that the periodic billings from ARCHITECT to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies ARCHITECT in writing of alleged inaccuracies, discrepancies, or errors in billing.
29. Termination – Suspension: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Synthesis Partners, LLC to suspend performance of services until such delinquency is cured, so long as such delinquency persists, SPLLC may terminate the agreement upon five days written notice without liability. If the A&E team's scope of work and/or project is suspended more than 60 days, a fee for re-initialization of the project may be charged. This Agreement may be terminated by Synthesis Partners, LLC or Client by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay Synthesis Partners, LLC for services and Reimbursable Expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which Synthesis Partners, Inc. is not otherwise compensated.
30. If ARCHITECT, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more government agency, and one or more such government agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by client as extra services.
31. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include construction staking services by ARCHITECT for this project, or if subsequent to this agreement client retains other persons or entities to provide such staking services, client acknowledges that such staking services will be performed by others and that client will defend, indemnify, and hold ARCHITECT harmless from any and all claims arising from or resulting from the performance of such staking services by other persons or entities except claims cause by the sole negligence or willful misconduct of ARCHITECT; and from any and all claims arising from or resulting in clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of ARCHITECT.

CONTRACT BETWEEN OWNER AND ARCHITECT

Maxwell Unified School District

Maxwell High School – MUSD New Transportation Building

Project Number – 20-M04-01

32. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, and all other fees, permits, bond premiums, title company charges, and all other charges not specifically covered by the terms of this agreement.
33. ARCHITECT is not responsible for delay caused by activities or factors beyond ARCHITECT's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove of ARCHITECT's services or work product promptly, faulty performance by client or other contractors or government agencies. When such delays beyond ARCHITECT's reasonable control occur, client agrees ARCHITECT is not responsible in damages nor shall be deemed to be in default of this agreement.
34. ARCHITECT shall not be liable for damages resulting from the actions or inactions of governmental agencies including. But not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The client agrees that it is the responsibility of the client to maintain in good standing all governmental approvals and permits and to apply for any extensions thereof.
35. In the event that client institutes a suit against ARCHITECT, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and it client fails to obtain a judgment in client's favor, the lawsuit is dismissed, or if judgment is rendered for ARCHITECT, client agrees to pay ARCHITECT all costs of defense, including attorney's fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment.
36. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
37. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which ARCHITECT's principle place of business is located, and client waives the right to bring, try and remove such litigation to any other county or judicial district.
38. ARCHITECT makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of the client to verify costs.
39. Client acknowledges that ARCHITECT is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
40. ARCHITECT makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
41. Estimates of land areas provided under this agreement are not to be considered precise unless ARCHITECT specifically agrees to provide the precise determination of such areas.
42. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by ARCHITECT pursuant to this agreement, which changes are not consented in writing by ARCHITECT, client acknowledges that the changes and their effects are not the responsibility of ARCHITECT and client agrees to release ARCHITECT from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless ARCHITECT, it's officers, directors, principles, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
43. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time of preparation of ARCHITECT's services. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, discrepancies or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project, or if subsequent to this agreement client retains other persons or entities to provide such services, client acknowledges that such services will be performed by others and client will defend, indemnify and hold ARCHITECT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of ARCHITECT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of ARCHITECT. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold ARCHITECT harmless from any and all liability, real or alleged, in connection with the performance of services on this project, excepting liability arising from the sole negligence or willful misconduct of ARCHITECT.
44. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify ARCHITECT

CONTRACT BETWEEN OWNER AND ARCHITECT

Maxwell Unified School District

Maxwell High School – MUSD New Transportation Building

Project Number – 20-M04-01

and engage ARCHITECT to prepare the necessary clarifications, adjustments, modifications or other changes to ARCHITECT’s service or work product before construction activities commence or further activity proceeds. Further, client agrees to have provision in its construction contracts for the project which requires contractor to notify client of any changed field or other conditions so that client may in turn notify ARCHITECT pursuant to the provisions of this paragraph.

- 45. Client agrees to limit the liability of ARCHITECT, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum ARCHITECT’s fee.
- 46. Client agrees to purchase and maintain, during the course of construction, builder’s risk “all risk” insurance which will name ARCHITECT as an additional insured as their interest may appear.
- 47. ARCHITECT hereby states and client hereby acknowledges that ARCHITECT has no professional liability insurance for claims arising out of the performance or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the ARCHITECT, its principals, employees, and agents if such claim, in any way, would involve the ARCHITECT’s services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Client further agrees to defend, indemnify and hold harmless ARCHITECT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by ARCHITECT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the ARCHITECT.
- 48. Client acknowledges that ARCHITECT’s scope of services for this project does not include any services related in any way to asbestos and/or hazardous waste. Should ARCHITECT or any other party encounter such materials on the job site, or should in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect ARCHITECT’s services, ARCHITECT may, as its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
- 49. Notwithstanding any other provision of this Agreement and except for the provisions of [b] and [c], if a dispute arises regarding ARCHITECT’s fee pursuant to this contract, and if the fee dispute cannot be settled by discussions between client and ARCHITECT, both client and ARCHITECT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association [or other mediation service] before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) maybe entered in any court having jurisdiction thereof. [b] Subdivision [a] does not preclude or limit ARCHITECT’s right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. [c] Subdivision [a] does not preclude or limit the ARCHITECT’s right to elect to perfect or enforce applicable mechanics lien remedies.