

Heartwood Charter School

Agenda for the meeting of the Heartwood Charter School Board of Directors

Call in location: 225 Tamalpais Rd, Fairfax, CA 94930

Call in location: 55 Fire Rd, Woodacre, CA 94973

The meeting may be joined by phone: (US)+1 318-565-6631 PIN: 486 316 607#

Wednesday October 28, 2020

10:00 AM Public Session

Call to Order

- I. Roll Call
- II. Regular Meeting
 - A. Agenda Adjustments and Approval
 - B. Approval of Minutes
 - C. Correspondence
- III. Public and Community Input
 - A. (none requested)
- IV. Reports and Information
 - A. Director's Report
 1. Faculty
 2. Learning Mode Status
 - B. Finance Report
 1. Budget
 2. Financing
 - C. Facilities Update
- V. Action Items
 - A. The Board will consider a contract with Dr. Pia Banerjea for services as a school psychologist and special education consultant, and approve, defer, or agree to study further.
 - B. The Board will consider the MOU with Girl Scouts of North America for Bothin Resource Center rent and approve, defer or agree to study further.
- VI. Consent Items
 - A. Factoring loan draw from Charter School Capital
- VII. Board Discussion – this time is reserved for Board members to address colleagues and staff about matters they believe need study or action. The President will direct what action he or she feels should be taken on any item introduced by a Board member.
- VIII. Closed Session
 - A. Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)
 - B. Public Employee Discipline/Dismissal/Release (Gov. Code section 54957(b).)
- IX. Open Session

- X. Action Taken in Closed Session
- XI. Dates and Future Agenda Items

Dr. Pia Banerjea/LEP # 3336

707-481-2240

piabanerjea@gmail.com

CONTRACT FOR PSYCHOLOGICAL ASSESSMENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them prior to signing my contract for services.

MEETINGS:

The evaluation process can be conducted within 1-2 two hours sessions, depending upon the number of desired assessments. I shall endeavor to meet all designated due dates, given that I have been provided appropriately ample time for the completion of the assessments.

PROFESSIONAL FEES

The fee for an initial evaluation ranges from \$1900, which consists of records review, parent interview, teacher consultation, and observation/interview with student, a test of visual-motor assessment, a cognitive assessment, and other assessments depending upon the areas of need. A triennial evaluation is \$1600 for a complete re-evaluation and \$1300 for a file review.

Other services included in the total fee are telephone consultation with parents/teachers, writing the report and presenting the results of the assessments during an IEP meeting, UNLESS the meeting cannot be scheduled at a mutual convenient time. In addition, an \$100/hour fee will be added onto for travel costs and for any research that needs to be conducted outside the above-described scope of services.

BILLING AND PAYMENTS:

Payment is expected by check after the completion of each assessment process, and upon receipt of the written report. If your account has not been paid for more than 60 days, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. [If such legal action is necessary, its costs will be included in the claim.] In most collection situations, the only information I release regarding a patient's treatment is his/her

name, the nature of services provided, and the amount due.

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail, that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

ACCESS TO RECORDS:

As I am sure you are aware, I am required to keep records of our professional work together. Because these records contain information that can be misunderstood by someone who is not a mental health professional and/or a psycho-metrician, it is my general policy that clients receive a copy of the evaluation report only **after** we have been able to review it together either before or during the IEP meeting.

CONFIDENTIALITY

Although the contents of the assessment data is the property of the parent/student, the assessment protocols will be submitted to you, to place within the student's special education folder.

Please understand that if certain information is disclosed or revealed by the student during the assessment sessions, I am legally required to pursue certain actions.

If I believe that a student is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If the student discloses that s/he is being harmed, either physically or sexually, by an adult or peer, I am required to take protective action which may include informing the child's family if it is deemed safe, contacting Child Welfare Services, and/or the police.

If the student threatens to harm himself/herself during the testing session, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Signature/Title of Contracting District

Date

Signature/Title of Contractor

Date



Memorandum of Understanding

Girl Scouts of Northern California
1650 Harbor Bay Parkway, Suite 100
Alameda, CA 94502

Heartwood Educational Collaborative
PO Box 822
Fairfax, CA, 94978

This memorandum of Understanding (MOU), in conjunction with the Rental Agreement, provides Terms and Agreements between Girl Scouts of Northern California (GSNorCal) and Heartwood Educational Collaborative (Heartwood) who will be renting specific areas of Camp Bothin for their charter school for the 2020-2021 academic year.

Rental Period: October 13, 2020 – June 4, 2021. Grade levels will be phased in starting with 1st grade students on October 13, adding 2nd and 5th grade students on October 27. An addendum will be written if more classes are added after this MOU is signed.

Rental Hours: Monday - Friday: 8am-2pm. Classes will meet Tuesday - Friday but the site will be available to school personnel Monday - Friday. Students and personnel must be off site and all rented areas cleaned up by 2pm on Friday. Any other use outside these hours or weekend use must be pre-approved by GSNorCal.

Rental Fees:

3 Outdoor Classrooms & Grounds: \$600/week

Dining Hall: \$250/week

Total Annual Rental Fee: \$ 26,400

Fees will be adjusted if more classrooms or indoor facilities are added.

Payment Plan: Payments are to be sent to the GSNorCal address listed above, Attention: Rent. Any questions regarding payments, refer to Property Reservations at info@gsnorcal.org.

Heartwood Rental Payment Schedule 2020-2021

Payment schedule is based on three outdoor classrooms. Because rental space and number of classrooms may vary, total due per month may vary. Payments on actual space rented will be due on the 15th of the month following the monthly period. Rental addendums will include updated payment schedules. Deposit will be carried over from prior year – no additional deposit due.

Monthly Period	Classrooms & Grounds	Dining Hall	Total Due	Payment Due
10/13/20 - 10/31/20	\$1,000	\$750	\$1,750	11/15/20
11/1/20 - 11/30/20	\$2,400	\$1,000	\$3,400	12/15/20
12/1/20 - 12/31/20	\$2,400	\$1,000	\$3,400	1/15/21
1/1/21 - 1/31/21	\$2,400	\$1,000	\$3,400	2/15/21
2/1/21 - 2/28/21	\$2,400	\$1,000	\$3,400	3/15/21
3/1/21 - 3/31/21	\$2,400	\$1,000	\$3,400	4/15/21
4/1/21 - 4/30/21	\$2,400	\$1,000	\$3,400	5/15/21
5/1/21 - 6/4/21	\$3,000	\$1,250	\$4,250	6/15/21
TOTAL	\$18,400	\$8,000	\$26,400	

Facilities and Rental Areas:

Three Outdoor Classrooms: 1) Seating outside the Dining Hall and Dining Hall covered patio, 2) Bush Unit amphitheater and covered pavilion, 3) Open area between Stone House and Lyman and Lyman covered porch.

Office Space: A portion of the Dining Hall will be made available for office and teacher space.

Playgrounds: Field and Parking lots are available to students for playground areas. These are all shared use areas and Heartwood may need to be flexible and share these areas with other rental groups during the weekdays.

Internet Services: Heartwood will be responsible for paying monthly internet services from October 13 through June 4. GSNorCal will bill Heartwood directly in One Lump Sum for the school year use per Heartwood request. Pricing will be mutually agreed upon after monthly usage is determined.

Pool Use: Per request. An hourly charge will be implemented. Heartwood must provide a currently certified lifeguard.

Liability Release Waivers: *Release, Waiver of Liability and Indemnity Agreement* provided by GSNorCal. Signed forms for each participant are required. Heartwood distributes and collects liability waivers. Completed waivers along with a student roster are to be given to the Site Manager by October 30. If any student starts school at Camp Bothin after October 30, then a completed waiver and updated roster shall be submitted, before the student arrives at camp.

Heartwood Academy responsibilities:

- Provide proof of liability insurance of up to 1 million.
- Be familiar with and in compliance with site safety guidelines and emergency procedures.
- Submit a *Release, Waiver of Liability and Indemnity Agreement* signed by each student’s parent or guardian and staff member, and a student roster.
- **Comply with the following COVID-19 provisions:**
 - 1) Heartwood staff must take all necessary steps to comply with applicable health and safety laws, regulations and orders.
 - 2) Per Marin County guidelines the school must be carried out in stable groups of children who remain in the same group each day.
 - 3) Heartwood will be required to provide a COVID-19 Site Specific Protection Plan.
 - 4) Heartwood staff will be responsible for daily cleaning and disinfecting per Health Dept guidelines.
 - 5) If repairs are necessary, whereby staff or contractors are needed to enter the premises, Heartwood staff will make sure that no students or staff are in the area needing work.
 - 6) If any Heartwood staff, child or parent becomes ill with COVID-19, the school will notify GSNorCal immediately and cancel any further use of the property until Heartwood has cleaned the site according to CDC, State and local protocols.
- Maintain/clean all spaces used on a daily basis. Classroom garbage taken to designated area as needed.
- If indoor classrooms are allowed, pay monthly utilities/propane as applicable.
- Respect and comply with shared use with other rental groups.
- Move in and out of site according to dates and times stated in this MOU.
- Secure approval for any use outside of the regular program dates and times listed above.
- Ensure that participants, families, and staff are clear on the expectations and responsibilities of being on site at Camp Bothin.

Expectations for Outdoor Classroom Spaces:

- Clean bathrooms daily.
- All materials and equipment picked up and stored daily.
- Trash taken to designated area weekly or more often as needed.

Expectations for Dining Hall Use:

- Office must be set up in designated area only.
- All school property will have a designated storage solution once weekend rentals begin.
- Clean dining hall and bathroom by 3pm every Friday.
- Heartwood must request use of full dining hall, commercial kitchen or dishwasher in advance. Additional fees will be charged.

Site Alterations: Heartwood is to use the site as is. Any improvements that Heartwood makes on any facility will be considered property of GSNorCal. Any alterations are to be pre-approved by GSNorCal, namely Tim Burke, Camp Bothin Site Manager. To date: Art Barn door must be removable & original replaced by summer.

Organic Garden/Chickens: Heartwood and GSNorCal Outdoor Program staff will decide on care of chickens on a seasonal basis. During summer camp season, Outdoor Program will be responsible while during the school year Heartwood will be responsible for the chickens. Heartwood will be responsible for the garden during their school year.

Student Supervision: Students must be supervised by an Adult at all times while on Bothin property.

Student drop off/pick up: Heartwood will use parking areas nearest the designated classroom areas for student drop off/pick up. Parents must adhere to camp speed limit of 10mph.

Special Events/Use/Weekends: Heartwood must be pre-approved for any gatherings outside of normal school hours.

Signage: Heartwood may put up a school sign. Details of sign size and placement areas must be pre-approved by Camp Bothin Site Manager.

GSNorCal responsibilities:

- Provide a *Release, Waiver of Liability and Indemnity Agreement*
- Provide monthly utilities bill to Heartwood as applicable.
- Communicate to Heartwood when there will be weekday rental use at Camp Bothin.
- Communicate to Heartwood if any Girl Scout personnel or volunteers, contractors or authorities will be on-site during the school's hours of operation.
- Communicate to Heartwood the timing and potential user impact of any major maintenance or renovation projects that will be taking place on-site.
- Provide weekly cleaning and disinfecting of bathrooms.
- Provide minimal maintenance limited to issues such as water leaks or toilet issues.
- Provide cleaning equipment (i.e. mops, brooms, buckets.)
- Return the rental areas to Heartwood as they were delivered on Fridays. All areas will be cleaned, bathrooms cleaned, paper products and soap in the bathrooms will be restocked and garbage cans emptied and lined. Cleaning supplies (i.e. mops, brooms, buckets) will be put away. The tables in the Dining Hall will also be cleaned and the floor will be mopped completely to ensure cleanliness upon delivery on Mondays.

In the event that Heartwood fails to follow the stated guidelines and agreements above, GSNorCal reserves the right to revoke use and access to any of our facilities or areas and/or terminate the rental agreement without any refund.

Signed _____
Heartwood Educational Collaborative (Title) (Date)

Signed _____
Girl Scouts of Northern California (Title) (Date)

CLOSING STATEMENT FOR HEARTWOOD CHARTER

HEARTWOOD CHARTER

RECEIVABLE	PURCHASE DATE	GROSS RECEIVABLE VALUE	MAX DEF. PURCHASE PRICE	INITIAL PURCHASE FACE VALUE	DISCOUNT	UPFRONT PURCHASE PRICE
November In-Lieu FY20-21	10/16/2020	\$ 18,104	\$ 2,804	\$ 15,300	\$ 255	\$ 15,045
December In-Lieu FY20-21	10/16/2020	\$ 18,104	\$ 2,804	\$ 15,300	\$ 386	\$ 14,914
January In-Lieu FY20-21	10/16/2020	\$ 18,104	\$ 2,804	\$ 15,300	\$ 519	\$ 14,781
November LCFF FY20-21	10/16/2020	\$ 69,154	\$ 10,454	\$ 58,700	\$ 978	\$ 57,722
December LCFF FY20-21	10/16/2020	\$ 69,154	\$ 10,454	\$ 58,700	\$ 1,483	\$ 57,217
January LCFF FY20-21	10/16/2020	\$ 69,154	\$ 10,454	\$ 58,700	\$ 1,990	\$ 56,710
Total		\$261,774	\$39,774	\$222,000	\$5,611	\$216,389

DESCRIPTION	AMOUNT
Upfront Purchase Price	\$ 216,389.00
Program Fees	\$ 0.00
Net Proceeds to Seller	\$ 216,389.00

GLOSSARY

Receivable	Describes the attendance-based entitlements purchased.
Gross Receivable Value (GRV)	The total amount we estimate your school is entitled to receive from the State of California on the date the Receivable(s) is scheduled to be paid.
Maximum Deferred Purchase Price (MDPP)	The difference between the Gross Receivable Value and the Initial Purchase Face Value. This amount is what we estimate will be paid to your school on the distribution date; however, the actual amount may vary due to offsets.
Initial Purchase Face Value (IPFV)	This is the portion of the Gross Receivable Value we propose to advance to your school on the closing date.
Discount	The cost to your school for selling the particular Receivable(s).
Upfront Purchase Price (UPP)	The Initial Purchase Face Value less the Discount.
Program Fees	The set-up for the Receivable Purchase Agreement. This amount is paid from the initial distribution.

CONFIDENTIALITY:

This Closing Statement has been prepared for your school(s) on a confidential basis and is subject to the confidentiality provisions in the Receivables Purchase Agreement.