

# 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)[+1 319-449-0409](tel:+13194490409) PIN: 731 368 370#

**Friday November 6, 2020**

**10:00 AM Public Session**

Call to Order

- I. Roll Call
- II. Regular Meeting
- III. Action Items
  - A. 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.
- IV. Future Meetings
- V. Adjourn



# 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 1<sup>st</sup> grade students on October 13, adding 2<sup>nd</sup> grade students on October 27, and 5<sup>th</sup> grade students on November 3. 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: \$ 26,200**

**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](mailto: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 15<sup>th</sup> 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	\$800	\$750	\$1,550	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
<b>TOTAL</b>	<b>\$18,400</b>	<b>\$8,000</b>	<b>\$26,200</b>	

**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.
- Girl Scout personnel or volunteers, or other weekday renters, who are on site during school hours, will comply with Heartwood check-in and site access rules as well as Heartwood health and safety rules and protocols, including the Heartwood School Site Specific Protection Plan.
- 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)