

# 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)+1 414-909-6749 PIN: 345 444 420#

**Friday, November 13, 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 a mandatory distance learning period for two weeks immediately following the December break and approve, defer, or agree to study further.
- VI. Consent Items
  - A. Resolution adopting Vanguard 403b Plan.
- 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

## **Independent Contractor/Consulting Agreement**

BETWEEN

**Heartwood Charter School**

AND

**Dr. Pia Banerjea**

This Independent Contractor/Consulting Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between **Heartwood Charter School** (hereinafter referred to as “Company”) and **Pia Banerjea** (hereinafter referred to as “Consultant”).

### WITNESSETH

WHEREAS, Company is customarily engaged in the business of Education, which is independently established from Company; and

WHEREAS, Company desires to contract for consulting services that are outside the usual course of the Company’s operation of its business; and

WHEREAS, Consultant is an individual who provides consulting services, psychological evaluations and consultation, with an outline of responsibilities attached hereto as Exhibit A, for Company; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed by and between the parties as follows:

#### 1. Services/Payments

- a. Consultant agrees to provide consulting services to Company as outlined in Exhibit A.
- b. In consideration for services, Company will provide a check to Consultant, payable net 30 days after completion of services and presentation of a valid invoice for completed services.

#### 2. Independent Consultant

- a. Company and Consultant understand and agree that Consultant is an independent contractor and not an employee, agent or partner of Company for any purpose whatsoever. Company and Consultant further understand and agree that Company does not have the right to, and shall not, control the manner or prescribe the means or methods by which Consultant accomplishes the results described in Section 1 of this Agreement. Company and Consultant agree that Company shall exercise control of Consultant only as to the results described in Section 1, and further, that Consultant shall exercise Consultant’s independent judgment as to the manner and the method and the details of performance of the services to be provided pursuant to the terms of this Agreement.

- b. Company and Consultant agree that Consultant shall not be required to perform contracted for services in any specific or established location or at any specific time during the term of this Agreement, nor shall Consultant be required to perform contracted for services for any specified number of hours or days; provided that Consultant agrees that she shall provide Company with the contracted for result in a timely manner.
- c. Company and Consultant agree that Consultant is responsible for the provision and maintenance of Consultant's own equipment, supplies, tools, facilities and instrumentalities, and that Company shall not provide any equipment, supplies, tools facilities or instrumentalities for Consultant's use in the performance of the services provided pursuant to the terms of this Agreement. Notwithstanding this provision, Consultant may have access to Company's facilities as necessary to perform the contracted services.
- d. Company shall not promulgate any written or unwritten rules, including disciplinary or reporting rules, relating to Consultant, and Consultant shall not be bound by any such rules except those required by applicable law. Company shall neither possess nor exercise disciplinary authority or control over Consultant, Consultant's employees, agents or any other person or entity providing services for or on behalf of Consultant. Company shall have no authority to supervise or direct Consultant, Consultant's employees, agents, or any other person or entity providing services for or on behalf of Consultant in the performance of their work for Consultant. Further, Company shall have no authority to select, approve, hire, fire, or discipline any of Consultant's employee's or require Consultant to pay certain wage rates, or provide particular benefits to its employees, if any.

### 3. Consultant's Obligations

- a. Consultant shall obtain, provide, pay for and be solely responsible for workers' compensation, business liability, public liability, comprehensive insurance and requisite federal, state, and local income taxes, employee benefit contributions, including but not limited to FICA, SDI, and unemployment insurance for Consultant and its employees, agents and all other persons or entities providing services for or on behalf of Consultant, if any. Company and Consultant understand and agree that Company has neither responsibility for nor any right to control with respect to any of the foregoing described obligations.
- b. Consultant shall hire, pay and exclusively control Consultant's employees, agents, or any other persons or entities providing services for or on behalf of Consultant, if any.
- c. Consultant shall maintain Consultant's own books and accounts.
- d. Consultant shall be responsible for the acquisition and maintenance of any appropriate license required to perform the services specified in this Agreement and Consultant shall be responsible for the payment of any license fees, all taxes and permit fees, if any, required to perform the services specified in this Agreement.

- e. Consultant agrees to indemnify and hold harmless Company, its officers, agents, directors, supervisors, employees, former employees or representatives from and against any and all damages resulting from Consultant's negligence in performing contracted for services pursuant to the terms of this Agreement.

#### 4. Termination of Agreement

- a. This Agreement may be terminated pursuant to the following provisions:
  - i. Upon the mutual agreement of the parties;
  - ii. By Company immediately upon giving written notice to Consultant of termination, if (in the Company's sole discretion and business judgment) any condition arises which interferes, or threatens to interfere, with the successful performance of Consultant's services or the accomplishment of the purposes of this Agreement, or if Consultant shall have failed, in whole or in part, to perform any of the terms or conditions of this Agreement; and
  - iii. By Consultant immediately upon giving written notice to Company of termination, if (in Consultant's sole discretion and business judgment) any condition arises which interferes, or threatens to interfere, with the successful performance of Consultant's services or the accomplishment of the purposes of this Agreement, or if Company shall have failed, in whole or in part, to perform any of the terms or conditions of this Agreement.

#### 5. Governing Law

- a. This Agreement shall be governed by the laws of the State of California. This Agreement is intended by the parties to create the relationship of principal and independent contractor and not of employer and employee. Neither the Consultant nor his employees are to be considered employees of Company at any time, under any circumstances, or for any purpose. Company and Consultant do not intend to create an employment relationship of any nature; neither party is the agent of the other and neither party shall have the right to bind the other by contract or otherwise except as herein specifically provided.
- b. Company and Consultant agree that should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected and the illegal, unenforceable or invalid part, term or provision shall be excluded from this Agreement.
- c. This Agreement contains all the understandings and agreements between the parties. Any modification or waiver of this Agreement must be expressly made in writing, mutually agreed to and executed by both the parties. This Agreement replaces any prior agreements between the parties. All such prior Agreements are void.

#### 6. Confidentiality

- a. Although the contents of the assessment data are the property of the parent and student, the assessment protocols will be submitted to Company, to place within the student's special education folder.
- b. If certain information is disclosed or revealed by the student during the assessment sessions, Consultant is legally required to pursue certain actions.
- c. If Consultant believes that a student may be 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.
- d. If the student discloses that she or he is being harmed, either physically or sexually, by an adult or peer, Consultant is 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.
- e. If the student threatens to harm himself or herself during the testing session, Consultant may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protection.

By: \_\_\_\_\_

**Stephanie Felton-Priestner**  
**Heartwood Charter School [Company]**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Pia Banerjea**  
**[Consultant]**

Dated: \_\_\_\_\_

## **Exhibit A**

### **Scope of Services and Fee Schedule**

Consultant will provide Company psychological assessment services for students at Heartwood Charter School.

Consultant may provide an Initial Assessment, a Triennial Evaluation, or a Re-evaluation, as requested by the Company, the fixed fees for which shall be in accordance with the Fee Schedule below, and which will include:

- Records reviews
- Parent interviews
- Teacher interviews
- Student observation and interview
- Visual and motor test and assessment
- Cognitive assessment
- Other assessments according to area of need
- Telephone consultation with parents/teachers
- All other services that are required to assemble a full and complete report
- Delivering a full and complete report and presenting the results of the assessments during an IEP meeting
- Travel time to and from assessment meeting

Company may also request Additional Services, such as consultation on student progress or plans, mentoring of Company staff, or additional research, the fee for which is in the Fee Schedule below.

Company may request Consultant to be present at an observation or meeting, and the Travel Time Fee is specified in the Fee Schedule below. Travel time may not be charged during the performance of any services except an observation or in-person meeting at Company request.

### **Fee Schedule**

Initial Assessment	\$1,800 fixed fee
Triennial Complete Reevaluation	\$1,600 fixed fee
Triennial Reevaluation File Review	\$1,300 fixed fee
Additional Services	\$100.00 per hour, prorated to actual number of hours and fractions thereof, spent performing Additional Services
Travel Time Fee	\$100.00 per hour, applied to Additional Services except Assessments and Reevaluations, prorated to actual number of hours and fractions thereof, spent traveling between home and meeting location.

**ADOPTING RESOLUTION**

The undersigned authorized representative of Heartwood Charter School (the "Employer") hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, 20\_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Heartwood 403(b) Retirement Plan effective July 1, 2020 (the "Plan"), presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan documents.

RESOLVED, that the Employer hereby approves and adopts the Participant Loan Program attached hereto, the terms of which have been amended effective July 1, 2020, as an addendum to the Plan, designed and intended to comply with the Department of Labor Regulations. Notwithstanding the amendments to the Participant Loan Program, any existing loans will continue to be governed by the policies in place at the time such loans were made.

RESOLVED, that the appropriate officers are authorized, empowered and directed to do all acts and things necessary or desirable to effectuate the actions authorized herein.

The undersigned further certifies that attached hereto are true copies of the Plan and the Summary Plan Description which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]