

# 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)+1 319-382-9424 PIN: 980 555 961#

**Wednesday September 8, 2021**

**10:30 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
  - C. Facilities Update
- V. Action Items
  - A. The Board will consider the revised Covid Safety Plan (R2) and approve, defer, or agree to study further.
  - B. The Board will consider a receivables sales transaction with Charter School Capital and approve, defer or agree to study further.
  - C. The Board will consider a fundraising target per pupil and approve, defer, or agree to study further.
  - D. The Board will consider hiring Carol Adee as Teaching Assistant and Music enrichment teacher on a contract basis and approve, defer or agree to study further.
  - E. The Board will consider hiring Summer He as Language enrichment teacher on a contract basis and approve, defer or agree to study further.
  - F. The Board will consider a reassignment of Dana Levy to up to 20 hours a week of learning support work and approve, defer or agree to study further.
  - G. The Board will consider a new part time Operations Assistant position and approve, defer or agree to study further.
- VI. Consent Items
  - A. Presence Learning Contract
  - B. Gallagher Insurance Package

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

## **COVID-19 Safety Plan (CSP) for Heartwood Charter School Safe Return to In-Person Instruction and Continuity of Services (SRIPICS)**

Date: Updated September 4, 2021

This CSP is designed to control and prevent exposures to the Covid-19 virus at the **Heartwood Charter School** ("School") **Bothin Resource Center** ("Center").

This document consists of the following components:

**Part 1:** COVID-19 Safety Plan Specific Measures and Procedures

**Part 2:** Cal OSHA COVID-19 Protection Plan (CPP)

Attachment 1: Center Cleaning and Safety Protocols and Practices

Attachment 2: Faculty and Staff Daily Health Screening Form

Attachment 3: Student Daily Health Screening Form

Attachment 4: Scenarios and Template Communications

Attachment 6, Actions for Suspected or Confirmed Case

Attachment 7: Template Communications

Appendix A: Form for Identification of COVID-19 hazards

Appendix B: Form for Periodic Inspections

Appendix C: Form for Investigating COVID-19 cases

Appendix D: Form for COVID-19 Training Roster

Appendix E: MCOE Decision Tree

Appendix F: References

### **Part 1: COVID-19 Safety Plan Specific Measures and Procedures**

#### **Authority and Responsibility**

Stephanie Felton-Priestner, School Executive Director, has overall authority and responsibility for implementing the provisions of this CSP. In addition, all faculty and staff and parents are responsible for implementing the CSP in their assigned work areas, and for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment. All staff is responsible for ensuring staff, students and parents receive answers to questions about the program in a language they understand.

### Points of Contact

Stephanie Felton-Priestner	Executive Director	<a href="mailto:stephanie@heartwoodcharterschool.org">stephanie@heartwoodcharterschool.org</a>	415-488-9572
Jeremiah Watterson	Education Specialist	<a href="mailto:jeremiah@heartwoodcharterschool.org">jeremiah@heartwoodcharterschool.org</a>	

### Visitors, Volunteers and Vendors

Non-essential visitors, including parent volunteers will be limited. Essential workers will be required to adhere to all health and safety guidelines. Any substitutes, contractors, visitors or volunteers working directly with students should be fully vaccinated or must be tested weekly. Visitors must follow masking and distancing requirements. The visitor must pass the health screening and be always masked when near students.

### School Entry and Exit

Every parent/caregiver will monitor children daily and perform a health screening before arrival to an open resource center. A written or on-line report is not required, but symptomatic students must remain home and the symptoms must be reported to the school.

Staff and faculty will also self-screen daily and shall remain home when symptomatic. Staff will be encouraged to obtain a COVID test if symptoms persist. (Please see Health Screenings, below as well as Attachment #2 Faculty Health Screening and Attachment #3 Student Health Screening)

On-campus gatherings such as school assemblies and festivals, as well as business meetings, may proceed with masking required when indoors or in close proximity. Indoor gatherings of more than 100 people are prohibited at this time.

### Face Coverings and PPE

Heartwood Charter School will enforce the Public Health face covering requirements. All staff, students, visitors and volunteers will wear face coverings as per health and safety guidelines. Face coverings shall be minimum 3 ply, well fitting, and without exhalation valves.

Students in grades TK-8 will wear a face covering at all times when inside, and be supported with instruction in proper use, unless there is a medical or behavioral contraindication. An exemption to masking requirements can only be made with a doctor certification. See attached form. Special attention will be paid to finding times in the day and isolated places on campus where children can safely take a break from their face coverings.

Lunch and breaks will be conducted outdoors whenever possible.

Masks may be removed outdoors if a distance of 10 feet is maintained.

Extra face coverings will be made available to those who need them.

Anyone who refuses to wear face masks in accordance with the above requirements will be refused access to the School site, or if already admitted, will be sent to the isolation area and the parent called for pick-up.

### Health Screenings

All School staff and faculty will complete the daily screening at home before arriving at the Center in accordance with Attachment 2, Faculty and Staff Daily Health Screening. Symptomatic staff will report the symptoms to the school and shall remain home while symptoms persist. Staff will be encouraged to test when symptomatic. See **Attachment 2, Faculty and Staff Daily Health Screening** for screening protocols. If a staff member does not pass the health screening, they will educate students remotely until they are able to pass the Health Screening and Return to Work Criteria.

Routine testing plan for staff is shown in the table below. Heartwood Charter School will cooperate with Marin

County Public Health to support testing strategies for staff and students, as appropriate, at our Marin Resource Center.

All parents or guardians will complete the daily screening for all students for each school day the student will be attending the Center. Symptomatic students will report the symptoms to the school and shall remain home while symptoms persist. Parents will be encouraged to obtain a Covid test for students if symptoms develop. See **Attachment 3, Student Daily Health Screening** for screening protocols. If students are sick and cannot attend school in person, the student will be provided materials or support for remote learning until they are able to pass the Health Screening and return to class.

If students are found to be symptomatic or ill during the day, the protocols described in **Attachment 1, School Cleaning and Safety Protocols and Practices** will be followed. First, staff and students must check for symptoms before arriving at the Center. If staff or students are found to be ill, they will notify the School. Suspected exposure will be reported to Marin Public Health. If staff or students are found to be ill during the day, they will go to the designated Isolation area at the Center and wait for transportation.

Confirmed cases of Covid-19 will be reported to the Marin County Public Health and the communication template will be followed as described in **Attachment 4, Scenarios and Template Communications**.

### Testing Protocol

Since Heartwood has previously reopened at a time of lower risk level, Cal/OSHA minimum testing requirements apply.

Condition of Individual	Testing for Students	Testing for Staff
Asymptomatic	No requirement for asymptomatic testing provided there is no suspected or known exposure.	Asymptomatic testing every two months for vaccinated staff, and every week for unvaccinated staff.  Testing at no charge and during work hours will be offered.
Symptomatic	Students shall immediately vacate school or refrain from accessing Center. Students shall obtain a test.  If test result is negative, student may return to Center.  If result is positive, student must quarantine for 14 days and may return after 24 hours after abatement of symptoms.	Staff shall obtain testing after identifying symptoms.  Staff shall obtain testing after suspected exposure to symptomatic individual.  Tests shall be obtained in accordance with the recommended time period.  Testing at no charge and during work hours will be offered.
Response to Suspected Exposure	Students shall obtain a test and negative result before returning to Center.	Staff shall obtain testing after identified exposure to symptomatic individual within staff or a student cohort, or outside of work.

Outbreak	<p>Cohorts of students exposed to Outbreak cases will be excluded from in-person instruction and shall obtain a test immediately and again after 10 days.</p> <p>Return to school criteria will apply after 14 days with no new cases at the Center.</p>	<p>Staff exposed to Outbreak cases will be excluded from Center attendance and shall obtain a test after 5 days. The student shall obtain another test after 10 days. Return to school criteria will apply after 14 days with no new cases at the Center.</p>
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### Physical Distancing

Physical distancing is not required in accordance with current CDC and CDPH recommendations. Distancing is required under the following conditions:

- Distancing is required If unmasked outdoors, and an effort will be made to maintain 10 feet between individuals.
- Distancing may be implemented if an Outbreak occurs (3 or more cases in Heartwood Charter School). During an Outbreak, every effort will be made to **maintain physical distancing of six feet** between staff and students, as well as between students. No less than five feet of distance will be permitted at any time.

Under these conditions, staff will follow physical distancing and face covering protocols at all times.

Heartwood Charter School may use the natural outdoor spaces at the Bothin Resource Center (designed as a youth camp) as outdoor classrooms, or may convene indoors with masking requirements.

**Plastic barriers**, clear screens and privacy boards will not be used in outdoor or indoor classrooms. For indoor spaces under outbreak conditions, spaces may be reconfigured to maximize physical distancing and minimize occupancy. We will continue to update our spaces in response to updated data and research.

**Lunch** and **recess** will be conducted in outdoor or indoor areas.

On-campus gatherings such as school assemblies, festivals and meetings will proceed with masking required for indoor or large outdoor gatherings. Distancing may be employed during larger gatherings. In person gatherings will be avoided during any Outbreak periods.

### Healthy Hygiene Practices

Faculty and staff Hygiene and cleaning practices are described in **Attachment 1, School Cleaning and Safety Protocols and Practices**. All classrooms are equipped with outdoor handwashing stations, with appropriate supplies for regular handwashing. The following minimum schedule of handwashing for students and faculty will include upon arrival to campus, before eating and after recess. Teachers and students will be permitted to use alcohol-based hand sanitizer in lieu of soap and water if an activity occurs away from a wash station. Frequently used surfaces will be regularly disinfected.

### Handling Exposures

If students are found to be symptomatic or ill during the day, the protocols described in **Attachment 1, School Cleaning and Safety Protocols and Practices** will be followed. First, staff and students must check for symptoms before arriving at the Center. If staff or students are found to be ill, they will notify the School.

Suspected exposure will be reported to Marin Public Health.

Faculty and staff will self-monitor throughout the day and will monitor students. If staff or students are found to be ill during the day, they will immediately go to the designated Isolation Area at the Center and wait for transportation. Staff will be provided PPE if it is required to assist the ill students. Any exposed areas or rooms will be disinfected immediately.

An Isolation Area has been created that allows students to comfortably isolate until picked up by a family member or emergency contact. The isolation area will be setup in an unused, protected area. This private area is away from the classrooms and frequented outdoor paths, with its own bathroom facility. Parents will be able to pick up their child without coming in contact with other students or staff.

Provide guidance to parent about testing, quarantining and return to school criteria.

### After an Exposure

Marin County Public Health will be notified immediately of any cases of COVID19 in the Heartwood staff or student body and the Marin County Public Health Protocols & Communication Template will be followed. Parents are instructed to keep a record of contacts so that the exposure may be traced.

Designated and trained Contact Tracing staff will gather the appropriate and available contact data available from school and parent records. Contacts will be recorded and reported per LDH Guidelines.

Testing will be performed in accordance with **Testing Protocol**, above.

**Staff under isolation** or quarantine will be allowed to work remotely or have a substitute fill in for their duties.

**Students under isolation** or quarantine will have access to distance learning resources.

**For a suspected or confirmed case of COVID-19**, the actions in Attachment 6, Actions for Suspected or Confirmed Case shall be followed. For a symptomatic individual, the individual will be sent home and advised to test.

### Quarantine

**For an unvaccinated close contact where both parties are masked**, the individual may undergo a modified 10-day quarantine **while continuing to attend school** if they:

- Are asymptomatic; **AND**
- Continue to appropriately mask, as required; **AND**
- Undergo at least twice weekly testing during the 10-day quarantine; **AND**
- Continue to quarantine for all extracurricular activities at school, including sports, and activities within the community setting.

**For unvaccinated close contact who were not masked and remain asymptomatic** may discontinue self-quarantine under the following conditions:

- After day 10 from date of last exposure without testing; **OR**
- After day 7 from date of last exposure if diagnostic specimen is collected after Day 5 and test is negative

If any symptoms develop during this 14-day period, the exposed person must immediately isolate, get tested and contact their healthcare provider with any questions regarding their care.

**Students and staff may return to the Center** when the following CDPH criteria has been met:

- At least 24 hours has passed since resolution of fever (without medications), **AND**
- Other symptoms have improved, **AND**
- They have a negative test for SARS-CoV-2, **OR** a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) **OR** a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), **OR** at least 10 days have passed since symptom onset.

**Outbreak response:** In the case of 3 or more cases in a 14-day period (“Outbreak”), all staff will be tested under Outbreak conditions. The community will be notified, a staff member will be assigned to coordinate, and contact tracing will be recorded. Cleaning and disinfection will be arranged and excluded groups will be identified and notified. Physical distancing will be implemented. Any required closure and reopening will be conferred with the LHD. Notify the community and implement distance learning in the event of school closure.

**Major Outbreak response:** In the case of 20 or more cases in a 14-day period (“Major Outbreak”), all staff will be tested under Outbreak conditions. The community will be notified, a staff member will be assigned to coordinate, and contact tracing will be recorded. Cleaning and disinfection will be arranged and excluded groups will be identified and notified. Any required closure and reopening will be conferred with the LHD. Notify the community and implement distance learning in the event of school closure. Return to Center criteria will apply after 14-day quarantine.

### Communications Plans

Various conditions and exposure events may need to be communicated to the community in accordance with CDPH guidelines. Sample communications are shown in **Attachment 8, Template Communications**.

### Staff and Family Training

Heartwood Charter School will train Center staff on this plan update and will conduct refresher trainings every two months and after significant revisions. Signage about the proper use of face-coverings will be displayed in classrooms and in common areas on campus. Parents will receive written communications regarding proper use and care for face coverings.

### Engineering Controls

Clear screens and privacy boards will not be used in classrooms. Under Outbreak conditions, we will utilize space reconfiguration, physical distancing, and occupancy minimization. In special cases where proximity seems desirable, we may use clear screens to maintain safety. We will continue to update our spaces in response to updated guidance.

### Consultation on Plan Development

The Heartwood Charter School SCRIPICS was completed with input from staff, parents and the board members on August \_\_, 2021. The plan was posted on our website and shared with parents. The School Center was reopened for limited in-person instruction in October and November 2020. The plan was updated and posted on our website.



## **Part 2: Cal OSHA COVID-19 Prevention Plan (CPP)**

### **Identification and Evaluation of COVID-19 Hazards**

The following Screening and Hazard Identification Procedures will be implemented with the following procedures:

- **Part 1, COVID-19 Safety Plan Specific Procedures**, which outlines prevention and control measures practiced ensuring safety at the site.
- Evaluate students' and employees' potential exposures to all persons at, or who may enter, our workplace.
- Conduct workplace-specific evaluations using the **Appendix A: Form for Screening and Identification of COVID-19 Hazards**.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Periodically reevaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

### **Specific Control Measures**

We will implement the following in our workplace:

- Specific control measures as identified in **Part 1, COVID-19 Safety Plan Specific Procedures**, above in this document.
- Conduct periodic workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

### **Employee participation**

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by observation and reporting to the Point of Contact.

### **Employee screening**

We screen our employees by:

- Self-screening before and during each workday in accordance with CDPH standards.
- Self- and peer-monitoring throughout the workday.

- Failure of self-screening or development of symptoms will result in employee staying or returning home.

## Control of COVID-19 Hazards

### Physical Distancing

Physical distancing is not required regardless of vaccination status with the following exceptions:

- School will evaluate whether physical distancing is required during an outbreak (3 or more cases in an exposed group of employees).
- School will implement physical distancing and barriers (in close indoor situations) during a major outbreak (20 or more cases in an exposed group of employees)

In addition, during outbreaks, the following physical distancing protocols will be followed:

- All staff will stay 6 feet apart and 6 feet from students, or as far apart as possible.
- Plan occupancy so that there will be sufficient space to allow 6-foot distancing.
- The only exception to 6 feet distancing standard is to assist a sick student when needed.
- Staggered arrival and departure times.
- Restricted travel routes and marked waiting areas.
- Closure of hallways and unnecessary areas.

### Face Coverings

Face coverings are required in all indoor areas. We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room or vehicle.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Any employee not wearing a mask will immediately seek a replacement.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons until a mask can be provided.

### Vaccines

Face coverings are required in all indoor areas, regardless of vaccine status. Exceptions are noted above in Face Coverings. At this time, vaccinations are not allowable substitutes for face masks in indoor or enclosed areas.

### Testing

The school will offer testing at no cost to employees, and will be allowed to obtain a test during paid time, under the following conditions:

- Unvaccinated employee who is symptomatic
- Unvaccinated employee who has been exposed
- Unvaccinated employees after an outbreak at school
- Vaccinated employees after exposure and becoming symptomatic
- All employees after an outbreak at school

### Engineering controls

At this time School **does not utilize engineering controls**, such as barriers, but instead adheres to masking and natural ventilation or outdoor settings. If outdoor air quality is not sufficient, the Center will be closed for the duration of poor air quality.

### Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- All class, bathroom and work surfaces are cleaned and disinfected daily.
- Cleaning supplies are monitored and reordered as necessary.
- Information regarding COVID-19 is posted.

### Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles, and face masks or shields.

Frequently used items will be regularly disinfected.

### Hand sanitizing

In order to implement effective hand sanitizing procedures, we will follow the procedures in Attachment 1, Center Cleaning and Safety Protocols. The protocols include the following:

- Separate handwashing facilities for each classroom.
- Handwashing schedules and procedures.
- Providing an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encouraging handwashing for at least 20 seconds each time.

### Personal protective equipment (PPE) used to control employees' exposure to COVID-19

Masks are required for indoor occupancy and will be provided if a suitable mask is not being worn by any staff or students. We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

We evaluate the need for respiratory protection in accordance with CCR Title 8 section 5144 if an outbreak occurs.

## Outbreaks

Additional protective measures will be implemented in the case of an Outbreak or Major Outbreak:

- Physical distancing will be implemented in addition to masking requirements (see **Physical Distancing**, above):
- Testing will be encouraged for all employees.
- Use of barriers will be evaluated.
- Possible closure of Center for duration of Major Outbreak.

## Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: Form for periodic COVID-19 Inspections**, and corrected in a timely manner based on the severity of the hazards, as follows:

- The severity of the hazard will be assessed, and correction time frames will be assigned accordingly.
- Individuals will be identified as being responsible for timely correction.
- Follow-up measures will be taken to ensure timely correction.

## Investigating and Responding to COVID-19 Cases

This will be accomplished by using the **Appendix C: Form for Investigating COVID-19 Cases**.

Employees who had potential COVID-19 exposure in our workplace will be:

- Offered opportunity to obtain COVID-19 testing at no cost during their working hours.
- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

## System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees should report any symptomatic staff or students to the Points of Contact.
- Employees may report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Sources for COVID-19 testing.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

## Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- Methods of physical distancing.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

**Appendix D: COVID-19 Training Roster** will be used to document this training.

## Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. Employees will be allowed sick leave benefits, testing at School cost, retention of job and work status for a period
- Providing employees at the time of exclusion with information on available benefits.

## Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in

accordance with CCR Title 8 section 3203(b).

- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

### **Return-to-Work Criteria**

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
    - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
    - COVID-19 symptoms have improved.
    - At least 10 days have passed since COVID-19 symptoms first appeared.
  - COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
  - A negative COVID-19 test will not be required for an employee to return to work if the two criteria above are met.
  - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.
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**Additional Consideration #1: Multiple COVID-19 Infections and COVID-19 Outbreaks**

This section of CSP will apply if there are 3 or more COVID-19 cases at the Center within a 14-day period (“Outbreak”) and will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

**COVID-19 testing**

- Under an Outbreak condition, we will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an Outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees’ working hours.
- COVID-19 testing consists of the following:
  - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
  - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
  - We will provide additional testing when deemed necessary by Cal/OSHA.

**Exclusion of COVID-19 cases**

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CSP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

**Investigation of workplace COVID-19 illness**

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

**COVID-19 investigation, review and hazard correction**

In addition to our CSP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.



- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as possible.
  - Respiratory protection.
  - [describe other applicable controls].

**Notifications to the local health department**

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.



**Additional Consideration #2: Major COVID-19 Outbreaks**

This section of CSP will be followed should the School experience 20 or more COVID-19 cases within a 30-day period ("Major Outbreak") and will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

**COVID-19 testing**

Under a Major Outbreak condition, we will direct staff to twice per week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

**Exclusion of COVID-19 cases**

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CSP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant local health department orders.

**Investigation of workplace COVID-19 illnesses**

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

**COVID-19 hazard correction**

In addition to the requirements of our CSP **Correction of COVID-19 Hazards**, we will take the following actions:

- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- Implement any other control measures deemed necessary by Cal/OSHA.

**Notifications to the local health department**

We will comply with the requirements of our Multiple COVID-19 Infections and COVID-19 Outbreaks-Notifications to the LHD.

**Additional Consideration #3: COVID-19 Prevention in Employer-Provided Housing**

(Not applicable)

**Additional Consideration #4: COVID-19 Prevention in Employer-Provided Transportation to and from Work**

(Not applicable)

## **Attachment 1: Campus Cleaning and Safety Protocols and Practices**

### FACULTY AND STAFF TRAINING

Prior to returning to in-person instruction all school staff and faculty will complete training in health and safety practices and protocols, including:

#### COVID Review

COVID 19 Transmission and prevention:

- \*Proper handwashing: when, how
- \*Proper use of a mask: when, how, types
- \*Principles of COVID: modes of transmission, most vulnerable, best practices to keep yourself and others safe

#### Personal Health

Daily Health Survey:

- When to stay home (symptom list)
- When to see the Doctor
- Scenarios (chart)

#### Integrated Pest Management Training

IPM and chemical safety training

- Clean, Sanitize, Disinfect
- When to Clean, Sanitize and Disinfect (chart)
- How to Clean, Sanitize and Disinfect
- What cleansers and disinfectants are we using?
- Hand Sanitizer is for humans-therefore a topical antiseptic and FDA not EPA
- PPE
- Labels
  - \*Signal word: Caution, Warning, Danger
  - \*Ingredients
  - \*Precautionary statements
  - \*Storage and Disposal
  - \*First Aid
  - \*Directions for use (what you are using it for should be listed)

**SANITATION PROTOCOL FOR CLASSROOMS**

- Handwashing stations have been installed by every classroom.
- Soap and cleaning supplies are provided at every handwashing station.
- Hands will be washed often for at least 20 seconds with soap.
- Handwashing at the beginning of the day, before mealtimes, after recess, after using the restroom, and as needed.
- FDA approved hand sanitizers with at least 60% ethanol or 70% isopropanol will be used when there is not access to water.
- Cleaning products are used that meet the Environmental Protection Agency (EPA)'s approved for use against COVID19 list.
- Bathrooms and indoor spaces are cleaned daily, and frequently touched surfaces are cleaned daily or more frequently as needed.
- Meals will be eaten outdoors when possible.
- School hours and/or other procedures have been modified to provide adequate time for a regular, thorough cleaning, product stocking, or other measures.
- Staff is provided adequate time to implement cleaning practices before and after shifts.

**PROTOCOL FOR ILL STUDENTS OR STAFF**

- All staff and families must self-check for symptoms of COVID19 or other illnesses prior to arriving at school.
- Staff and families will notify the school if they are ill.
- Employers and employees are aware that they can call Marin Public Health if a suspected exposure has occurred at 415-473-7191.
- If a student falls ill during the school day, they will go to the designated isolation area set up on campus and wait to be picked up.
- Marin County Public Health will be notified immediately at 415-473-7191 of any cases of COVID19 in the Heartwood community and the Marin County Public Health Protocols & Communication Template will be followed.
- If a student or staff member is diagnosed with COVID-19, Marin County Public Health will provide assistance in the assessment of potential worksite exposures, and any recommended testing, quarantine, or isolation instructions.

### **HEALTH ADDENDUM TO THE HEARTWOOD CHARTER SCHOOL PARENT HANDBOOK**

- Parents agree to abide by all Marin Public Health guidelines.
- Parents agree to check their family members' health daily.
- Parents agree to keep their child(ren) home when showing signs of illness.
- Parents agree to have a backup plan for pickup and childcare if their child becomes ill at school, and to be reachable by phone.
- Parents will wait in the car until the child(ren) being dropped off have been checked in by Heartwood faculty or staff.
- Parents will wait in the car while picking up children.
- Families are encouraged to keep a social contact diary to make tracing easy if a community member becomes infected.



HEARTWOOD  
CHARTER SCHOOL

**Attachment 2: Faculty/Staff Daily Health Screening**

Faculty/Staff Full Name:

I affirm that I have been without fever for 24 hours without the use of fever-reducing medications and that I have not had symptoms of respiratory illness (cough, shortness of breath, or runny nose) in the past 24 hours?

Yes or No

Are you showing any of the following symptoms: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, Headache, New loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea?

Yes or No

Have you been in close contact with anyone who has tested positive for COVID within the last 14 days?

Yes or No

**Attachment 3: Student Daily Health Screening**

Parent/Guardian Full Name:

Student Full Name:

Has your child had a temperature of 100.4 and higher over the past 24 hours?

Yes or No

Is your child showing any of the following symptoms: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea?

Yes or no

Has your child been in close contact with anyone who has tested positive for COVID within the last 14 days?

Yes or No



## Attachment 4: Scenarios and Template Communications

Scenario	Action	Communication
A student or staff member either exhibits COVID-19 symptoms, answers yes to a health screening question or has a temp of 100.4	<ul style="list-style-type: none"> <li>• Report information to administrator, send home</li> <li>• Contact Healthcare provider/Public Health for testing (recommend testing)</li> <li>• If positive, see Scenario #3; If negative, see Scenario #4</li> </ul> <p>School/Classroom OPEN</p>	No Action is needed.
A family member or someone in close contact with a student or staff member test positive for COVID-19.	<p>Report information to administrator, send home, quarantine for 14 days</p> <ul style="list-style-type: none"> <li>• Contact Healthcare provider/Public Health for testing (recommend testing)</li> <li>• School/Classroom OPEN</li> </ul>	<p>To: Student Families and Staff</p> <p>Template Letter</p> <p>Household Member or contact w/ C19+..</p>
A student or staff member tests positive for COVID-19.	<ul style="list-style-type: none"> <li>• Report information to administrator, send home, isolate as per Public Health</li> <li>• Families of Students and Staff: quarantine and contact Healthcare provider/ Public Health for testing</li> <li>• Classroom CLOSED for 14 days from last exposure</li> <li>• School Remains OPEN</li> </ul>	<p>To: Student Families and Staff</p> <p>-Phone call and</p> <p>-Template Letter.</p> <p>Confirmed C19+ in Cohort.</p>
A student or staff member tests negative for COVID-19 after any of the reasons scenarios a, b or c.	<ul style="list-style-type: none"> <li>• May return to school 24 hours after symptoms resolve</li> <li>• 14 day quarantine required for close contact with COVID-19 positive case</li> <li>• School/Classroom OPEN</li> </ul>	<p>Consider notification to families and staff if prior awareness of testing.</p> <p>-Template Letter</p> <p>Negative Test Cohort Member.</p>

Link: 06-15-20 Marin County Protocols Summary English/Spanish Combined

## Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

**Person conducting the evaluation:**

**Date:**

**Name(s) of employee and authorized employee representative that participated:**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

## Appendix B: Form for Periodic COVID-19 Inspections

Date:

Name of person conducting the inspection:

Work location evaluated:

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Ventilation (amount of fresh air and filtration maximized)			
<b>Administrative</b>			
Physical distancing (Outbreak)			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<b>PPE</b> (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

## Appendix C: Form for Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

**Date:**

**Name of person conducting the investigation:**

<b>Employee (or non-employee*) name:</b>		<b>Occupation (if non-employee, why they were in the workplace):</b>	
<b>Location where employee worked (or non-employee was present in the workplace):</b>		<b>Date investigation was initiated:</b>	
<b>Was COVID-19 test offered?</b>		<b>Name(s) of staff involved in the investigation:</b>	
<b>Date and time the COVID-19 case was last present in the workplace:</b>		<b>Date of the positive or negative test and/or diagnosis:</b>	
<b>Date the case first had one or more COVID-19 symptoms:</b>		<b>Information received regarding COVID-19 test results and onset of symptoms (attach documentation):</b>	
<b>Results of the evaluation of the potential COVID-19 case, all locations visited during the high-risk exposure period, and who may have been exposed (attach additional information):</b>			

Form 1 of 2

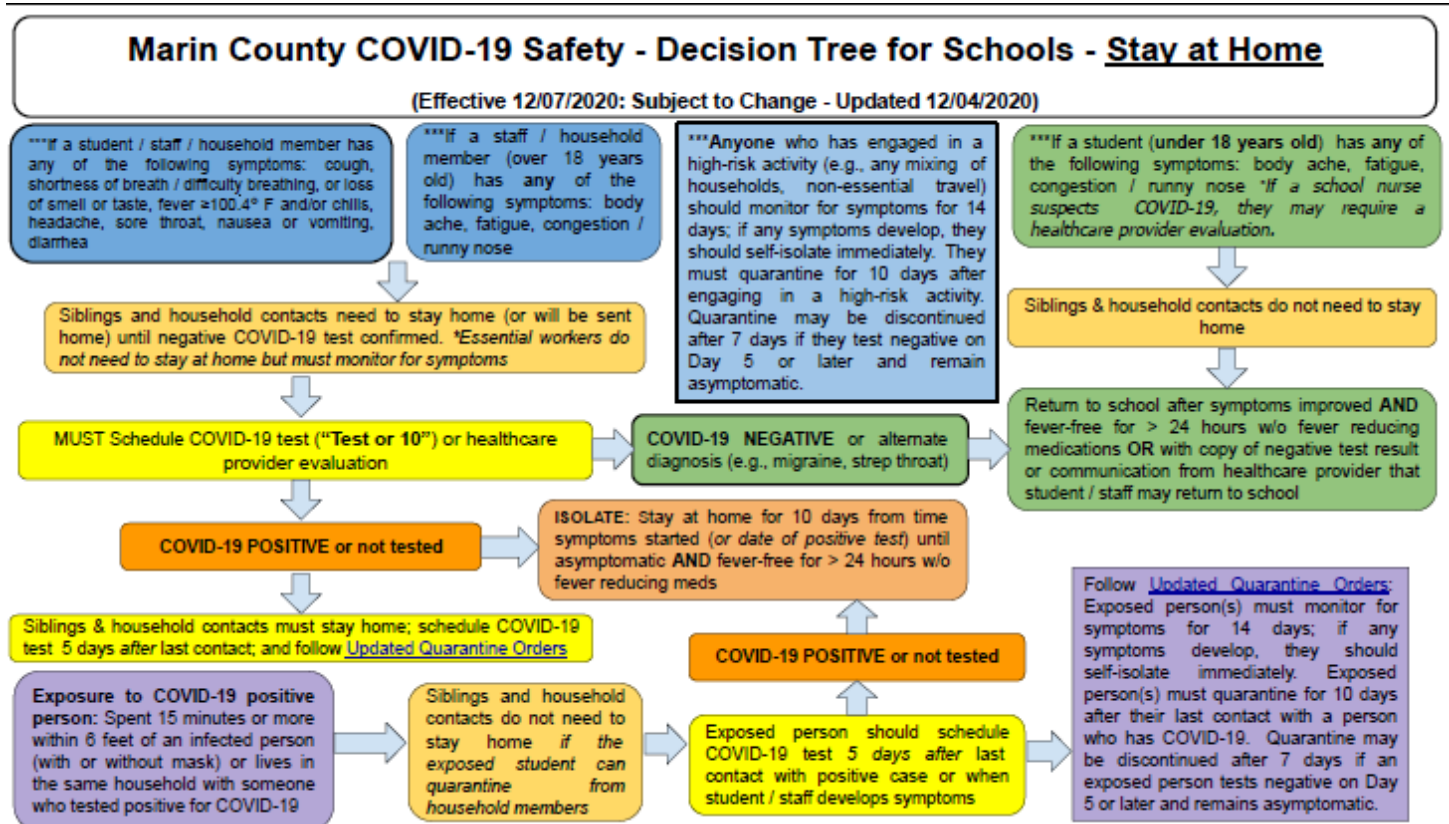
<b>Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</b>			
<b>All employees who may have had COVID-19 exposure</b>	<b>Date:</b>		
	<b>Names of employees that were notified:</b>		
<b>Independent contractors and other employers present at the workplace during the high-risk exposure period.</b>	<b>Date:</b>		
	<b>Names of individuals that were notified:</b>		
<b>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</b>		<b>What could be done to reduce exposure to COVID-19?</b>	
<b>Was local health department notified?</b>		<b>Date:</b>	

\*Should an employer be made aware of a non-employee infection source COVID-19 status.

**Appendix D: Form for COVID-19 Training Roster****Date:****Person that conducted the training:**

Employee Name	Signature

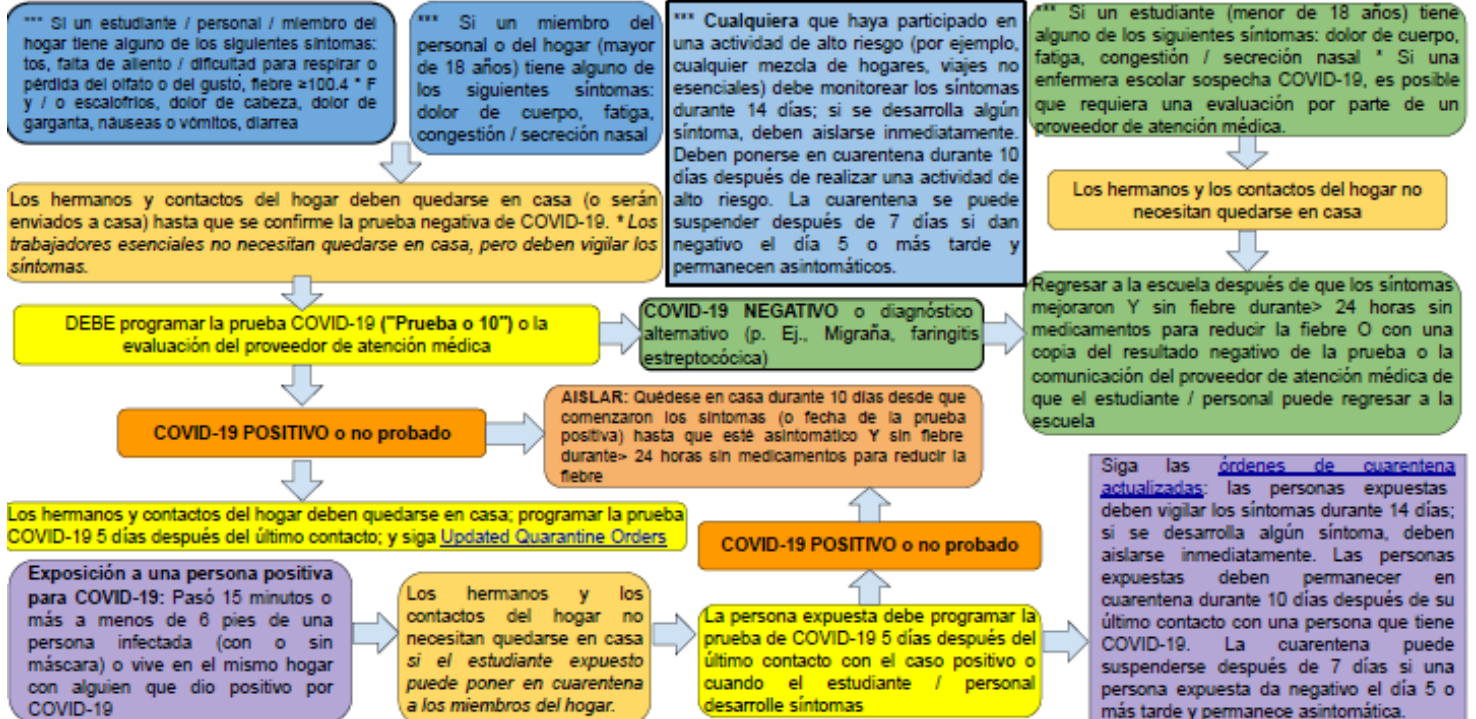
## Appendix F: MCOE Decision Tree





## Seguridad del Condado de Marin COVID-19 Árbol de Decisiones para las Escuelas - Quedarse en Casa

(Efectivo 12/07/2020: Sujeto a Cambios - Actualizado el 12/04/2020)





**Appendix E: References**

California Department of Public Health

COVID-19 Health Guidance for K-12 Schools, 2021-22 School Year

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx>

California Department of Industrial Relations

Revisions to the COVID-19 Prevention Emergency Temporary Standards

<https://www.dir.ca.gov/dosh/coronavirus/Revisions-FAQ.html>

# FUNDING ESTIMATE

## CONFIDENTIAL

### Funding Estimate for Heartwood Charter

09/01/21

Thank you for requesting information from the Charter School Capital team to support the educational efforts at Heartwood Charter. Below please find the information requested.

Our team is committed to your success. We are here to help you access, leverage, and sustain the resources you need to thrive, so you can focus on what matters most – educating students. Since 2007, we have put more than \$2.5 billion to work for 800+ charter schools educating more than 1,550,000 students nationwide. We look forward to supporting your charter school.

#### Questions? Please contact:

Dylan Smith -

[dsmith@charterschoolcapital.org](mailto:dsmith@charterschoolcapital.org)

#### Heartwood Charter

Receivable	Target Funding Date	Gross Receivable Value	Initial Purchase Face Value	Max Def. Purchase Price	Discount	Discount %	Upfront Purchase Price
October In-Lieu FY21-22	09/22/2021	\$ 18,123	\$ 15,400	\$ 2,723	\$ 97	0.63%	\$ 15,303
October LCFF FY21-22	09/22/2021	\$ 75,688	\$ 64,300	\$ 11,388	\$ 955	1.49%	\$ 63,345
November In-Lieu FY21-22	09/22/2021	\$ 18,123	\$ 15,400	\$ 2,723	\$ 229	1.49%	\$ 15,171
November LCFF FY21-22	09/22/2021	\$ 75,688	\$ 64,300	\$ 11,388	\$ 1,486	2.31%	\$ 62,814
December In-Lieu FY21-22	09/22/2021	\$ 18,123	\$ 15,400	\$ 2,723	\$ 356	2.31%	\$ 15,044
December LCFF FY21-22	09/22/2021	\$ 75,688	\$ 64,300	\$ 11,388	\$ 2,034	3.16%	\$ 62,266
<b>Total</b>		<b>\$281,433</b>	<b>\$239,100</b>	<b>\$42,333</b>	<b>\$5,157</b>	<b>2.16%</b>	<b>\$233,943</b>

Initial Purchase Face	\$ 239,100
Discount	\$ 5,157
Upfront Purchase Price	\$ 233,943
Program Fee	\$ 0
Transaction Fee	\$ 0
<b>Net to School</b>	<b>\$ 233,943</b>

Estimates only. To be finalized at closing.

**CONFIDENTIALITY:** This Funding Estimate has been prepared for your school on a confidential basis. This Funding Estimate is the property of Charter School Capital and shall not be distributed to any third party without the express prior written consent of Charter School Capital.



Charter School Capital  
222 SW Broadway, Suite 1800 | Portland, Oregon 97205  
Phone: 503-227-2910 | Toll Free: 877-272-1001

[growcharters@charterschoolcapital.com](mailto:growcharters@charterschoolcapital.com)  
[charterschoolcapital.com](http://charterschoolcapital.com)

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# FUNDING ESTIMATE

## CONFIDENTIAL

### Important Information

1. The price at which Charter School Capital can purchase Receivables is based on short-term interest rates, including the official London Interbank Offered Rate, or LIBOR, and the Prime Rate, and any other interest rate as may be applicable to Purchaser from time to time and the characteristics of the Receivables to be purchased. The payment to your school will be based on realized attendance and the then-prevailing rate.
2. The Funding Estimate is based on an estimate of projected Receivables. This Funding Estimate is only a preliminary assessment, not a promise or guarantee to provide funding. Charter School Capital relies primarily on the credit markets to provide funds to charter schools. These markets necessarily carry risk regarding the timing and availability of funds. In addition, the actual financing is subject to completion of our due diligence, the execution and delivery of a receivables purchase agreement and related documentation, and the satisfaction of all the conditions to closing specified in the receivables purchase agreement.

Funding made or arranged pursuant to California Finance Lenders Law license #603F028,  
and Florida Commercial Collection Agency (FCCA) license #COM9900288.

**CONFIDENTIALITY:** This Funding Estimate has been prepared for your school on a confidential basis. This Funding Estimate is the property of Charter School Capital and shall not be distributed to any third party without the express prior written consent of Charter School Capital.



Charter School Capital  
222 SW Broadway, Suite 1800 | Portland, Oregon 97205  
Phone: 503-227-2910 | Toll Free: 877-272-1001

growcharters@charterschoolcapital.com  
charterschoolcapital.com

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## Workers' Compensation & Employers' Liability Binder

**Carrier Name & Address:**

Service American Indemnity Company  
PO Box 26850  
Austin, TX 78755

**Insured Name & Address:**

Heartwood Charter School  
170 Liberty School Rd  
Petaluma, CA 94952

**Managing Entity Name & Address:**

Tangram Insurance Services, Inc.  
140 2nd Street, Suite 230  
Petaluma, CA 94952

Policy Number: SATIS0330201

Effective Date: 09/01/2021

Expiration Date: 09/01/2022

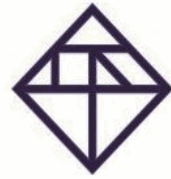
**Audit Frequency:** Annual

<b>Employers' Liability Limits:</b>	<b>Bodily Injury per Accident:</b>	\$1,000,000
	<b>Bodily Injury per Policy:</b>	\$1,000,000
	<b>Bodily Injury per Disease:</b>	\$1,000,000

Total Payroll:	\$1,381,000
Total Estimated Premium:	\$21,452
Assessments & Surcharges:	\$850
Total Premium (including taxes, Surcharges & Assessments):	\$22,302
Commission:	10.00 %

Payment Plans	Down Payment	#	Installment
10 Pay - (10% down + 9 installments)	\$2,997	9	\$2,145

\* Late payment and overdraft fees may apply.



**Workers' Compensation & Employers' Liability Binder**

**Carrier Name & Address:**

Service American Indemnity Company  
PO Box 26850  
Austin, TX 78755

**Insured Name & Address:**

Heartwood Charter School  
170 Liberty School Rd  
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Tangram Insurance Services, Inc.  
140 2nd Street, Suite 230  
Petaluma, CA 94952

Policy Number: SATIS0330201

Effective Date: 09/01/2021

Expiration Date: 09/01/2022

**Terms & Conditions:**

---

- \* We reserve the right to modify this proposal based on any new information including, but limited to, exposures, losses, premium history, etc.
- \* Down payment or Full Annual Premium as stated above is required to bind coverage.
- \* Volunteers are not covered.
- \* Subject to favorable loss control.
- \* Subject to compliance with loss control and all ensuing recommendations.

**Claims & MPN:**

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- \* Please access your claims kit, MPN information and posting notices at:  
<https://www.tangramins.com/claims-mpn-information/>

Note to Board: This contract may change in quantities as case load develops. Rates are final.



# PresenceLearning

## Service Order

### Customer Name and Contact Information

Name: Heartwood Charter School-CA

Address: 170 Liberty School Road Petaluma, CA

### Customer Primary Point of Contact

Name: Alicia Soliz

Email Address: [alicia@heartwoodcharterschool.org](mailto:alicia@heartwoodcharterschool.org)

### Customer Secondary Point of Contact

Name:

Email Address:

### PresenceLearning Contact Information

Name: David Cottle

Email Address: [david.cottle@presencelearning.com](mailto:david.cottle@presencelearning.com)

## Service Order

### 1. Services

Service	Student Quantity/Groups	Price per Service
Hourly SLP Services	3	\$87.00
Hourly OT Services	7	\$87.00
Hourly BMH Services	1	\$87.00
Annual Student Administrative Fee	11	\$100.00

### 2. SLP Assessments

Service	Student Quantity/Groups	Price per Service
Screening by SLP	0	\$64.00
Bilingual Screening by SLP	0	\$115.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Review of Records by SLP	0	\$114.00
Additional Assessment Component by SLP	0	\$33.00
Articulation Standard Assessment	0	\$69.00
Auditory Processing Select Index	0	\$85.00
Classroom Observation by SLP	0	\$47.00
Early Childhood Language Assessment	0	\$103.00
Fluency Standard Assessment	0	\$114.00
Language Select Index	0	\$31.00
Language Standard Assessment	0	\$149.00
Pragmatic Language Standard Assessment	0	\$91.00
Phonological Process Analysis Select Index	0	\$26.00
Phonological Processing Assessment	0	\$77.00
Supplemental Language Screener	0	\$26.00
Spanish Language Standard Assessment	0	\$143.00
Spanish Language Select Index	0	\$47.00
Spanish Auditory Processing Select Index	0	\$85.00
Additional Bilingual Assessment Component	0	\$47.00
Spanish Articulation Measures	0	\$47.00
Spanish Articulation Standard Assessment	0	\$57.00
Augmentative Alternative Communication Assessment	0	\$114.00
Additional Language Subtest	0	\$33.00

Service	Student Quantity/Groups	Price per Service
Home Coordination by SLP	0	\$114.00
Language Difference vs. Disorder Analysis	0	\$86.00
Pre-referral Meeting by SLP	0	\$114.00

### 3. OT Assessments

Service	Student Quantity/Groups	Price per Service
Screening by OT	0	\$64.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$114.00
Classroom Observation by OT	0	\$47.00
Standard School-Related-ADL Assessment	0	\$74.00
Standard Sensory Processing Assessment	0	\$74.00
Standard Motor Skills Assessment	0	\$86.00
Standard Visual Perception Assessment	0	\$74.00
Standard Preschool Assessment	0	\$114.00
Additional Assessment Component by OT	0	\$33.00
Home Coordination by OT	0	\$114.00
Informal Fine Motor Assessment	0	\$47.00
Pre-referral Meeting by OT	0	\$114.00

### 4. BMH Assessments

Service	Student Quantity/Groups	Price per Service
Screening by MHP	0	\$150.00
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Additional Assessment by MHP	0	\$270.00
Additional Requested Meetings	0	\$67.00
Bilingual Services by MHP	0	\$135.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

### 5. Psychoeducational Assessments

Service	Student Quantity/Groups	Price per Service
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Cognitive Select Index	0	\$135.00



Service	Student Quantity/Groups	Price per Service
Processing Select Index	0	\$135.00
Achievement Select Index	0	\$135.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Achievement Standard Battery	0	\$270.00
Long Cognitive Battery	0	\$270.00
Additional Assessment by MHP	0	\$270.00
Processing Standard Battery	0	\$270.00
Additional Requested Meetings	0	\$67.00
School Psych Consultation	0	\$87.00
Bilingual Services by MHP	0	\$135.00
Short Cognitive Battery	0	\$135.00
Spanish Select Index	0	\$300.00
Spanish Battery	0	\$390.00
Screening by MHP	0	\$150.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

Document Camera	\$85.00 (each)
-----------------	----------------

## Service Order

Contracted Students	11
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Assessments Commitment	4
------------------------	---

Psychoeducational Assessment Commitment	\$5,000.00
---	------------

Monthly Commitment*	\$2,009.70	23 hours at \$87.00
December Commitment*	\$1,339.80	15 hours at \$87.00

\*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2021 through June 30, 2022
--------------------	------------------------------------

# Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## Master Service Agreement

This Master Services Agreement ("Agreement") entered into as of the date of the last signature ("Effective Date") by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M, New York, NY 10018 ("PresenceLearning") and the entity named in an Service Order that is receiving the Services ("Customer"). PresenceLearning and Customer agree as follows:

**1. Services.** This Agreement shall apply each time Customer engages with PresenceLearning for the provision of services and/or products ("Services") through a Service Order and/or other mutually agreed upon document. Services will be provided by a licensed clinician ("Clinician") and includes access to PresenceLearning's proprietary online therapy platform. All Services, fees, and other obligations will be as set forth in each applicable service order referencing this Agreement ("Service Order").

### **2. Platform.**

2.1. Access and Use. The Services are provided and delivered through PresenceLearning's proprietary online therapy platform, which includes evidence-based and user-generated content library; user-visible aspects; proprietary software and technology embodied in the platform; assessments; and proprietary self-guided training modules, (collectively, the "Platform"). The Platform enables engagement between Customer's students and Customer's authorized staff (collectively, "Users") and PresenceLearning's clinical providers ("Clinicians"). During the Service Order Term, PresenceLearning grants Customer and its Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

2.2. Unauthorized Use. Customer may not disclose to or provide access, allow to use, or display the Platform to any third-party, without express written permission from PresenceLearning. Customer shall establish, maintain, and enforce policies and procedures to safeguard and protect the Platform, which are no less rigorous than reasonable standards Customer maintains and protects its own confidential information. Customer will be responsible for all acts and omissions of its Users who have access to the Platform. Customer will notify PresenceLearning immediately of any unauthorized access to or use of the Platform.

2.3. Changes to Platform. PresenceLearning may, at its sole discretion, make any change or update to the Platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of PresenceLearning's products or services to its customers, (ii) for the efficiency or performance of Platform, or (iii) to comply with applicable law.

2.4. Safeguard. Customer will not, nor permit or encourage its Users or any third-party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform; (ii) modify, translate, or create derivative works based on the Platform; (iii) use Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Platform. For the avoidance of doubt, all aspects of Platform are the Confidential Information of PresenceLearning, and Customer will comply with Section 5.

2.5. Ownership. PresenceLearning will have and retain sole and exclusive ownership of, and all right, title and interest in the Platform.

### 3. Fees and Payment Terms.

3.1. Fees; Payment. PresenceLearning shall invoice Customer for the services and Customer shall pay all undisputed amounts due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus PresenceLearning's reasonable costs of collection.

3.2. Clinical Services. The Service Order will list the clinical discipline of the services Customer purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

3.3. Hourly Service Fee. If applicable, the Service Order may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per Clinician pricing.

3.4. Annual Service Fee. If applicable, the Service Order may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If Customer makes any changes, PresenceLearning may make a pricing adjustment to the Annual Service Fee.

3.5. Student Administrative Fee. If applicable, the Service Order may specify Student Administrative Fee which will be billed in the first invoice of the Service Order Term and any Renewal Term on a per student, per service basis. At any time during the Service Order Term, if students are added to receive a Service, Customer will be billed Student Administrative Fee for those students during the month the services start.

3.6. Monthly Commitment. If applicable, the Service Order may specify a minimum dollar payment due each month during the Service Order Term ("Monthly Commitment"), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If Customer's fees are less than the Monthly commitment, Customer will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, Customers shall pay the total fees incurred for the month.

3.7. Assessments Commitment. If applicable, the Service Order may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Service Order Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Service Order Term, PresenceLearning will reconcile the Assessment Commitment with actual Assessments given, and Customer will be invoiced for the difference if the Assessment Commitment was not met.

3.8. Psychoeducational Assessments Commitment. If applicable, the Service Order may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Service Order Term. At the end of the Service Order Term, PresenceLearning will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment

fees billed, and Customer will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.

3.9. **Unplanned Student Absence Fee.** If Customer cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence (“Unplanned Student Absence”), Customer agrees to pay PresenceLearning the applicable Rate for the duration of the scheduled session. If Customer has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

3.10. **Contracted Students.** If applicable, the Service Order may specify the number of students for whom Customer has purchased Services.

3.11. **Disputes.** Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days.

**4. PresenceLearning Materials.** PresenceLearning owns all rights, title, and interest, including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, Services, designs, know-how, data, software, graphic art, and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or part, by PresenceLearning or its agents or affiliates, which arise out of the performance of Services, except with regard to materials and intellectual property for which PresenceLearning has a license to use, display, host and administer in providing Services. Customer agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. During the Service Order Term, PresenceLearning grants Customer a non-exclusive, limited license, to reproduce and distribute the materials solely to assist in the provision of Services.

## **5. Confidentiality.**

5.1. Except as otherwise provided in this Agreement, each party will be maintain the other party's Confidential Information (as defined below) in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. If there is a breach of this Section 5, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.

5.2. “Confidential Information” means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as “Confidential” or “Proprietary,” or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential.

“Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party's possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required to

be disclosed, provided that the receiving party will notify the disclosing party before disclosing the Confidential Information.

## **6. Data and Privacy.**

6.1. Customer Data. Customer retains all rights, in and to all data, files, information, provided by Customer or User to PresenceLearning.

6.2. State Privacy Laws. PresenceLearning is, and at all times has been, in material compliance with all applicable state laws, rules, and regulations relating to privacy, data protection and the collection and use of personal information collected, used and held for use by the PresenceLearning.

6.3. FERPA. In providing Services or performance under this Agreement, PresenceLearning may have access to education records ("FERPA Records") that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations ("FERPA"). To the extent that PresenceLearning has access to FERPA Records, PresenceLearning is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA.

6.3.1. PresenceLearning represents, warrants, and agrees that PresenceLearning will: (1) hold FERPA Records in strict confidence and will not use or disclose FERPA Records without the prior written consent of the appropriate parent or eligible student, except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Customer in writing; (2) safeguard FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which PresenceLearning protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that FERPA Records are safeguarded in accordance with the terms of this Agreement. PresenceLearning policy may be accessed on <https://www.presencelearning.com/about/ferpa/>.

6.3.2. If any person(s) seeks access to any FERPA Records, PresenceLearning will immediately inform Customer of such request in writing. PresenceLearning shall not disclose any FERPA Records without the prior written authorization of an authorized representative of Customer; if the request for access is pursuant to a court order or lawfully issued subpoena, PresenceLearning shall immediately provide Customer with a copy of such court order or subpoena, and must comply with FERPA notification requirements to the parents and/or eligible students.

6.3.3. If PresenceLearning experiences a security breach concerning any FERPA Record, PresenceLearning will notify Customer in a timely manner and take immediate steps to limit and mitigate such security breach as reasonably as possible.

6.3.4. Upon expiration or termination of this Agreement, PresenceLearning shall return and/or destroy all FERPA Records received pursuant to this Agreement as directed by Customer, provided that PresenceLearning shall not be required to destroy copies of any computer records or files containing the FERPA Records which have been created pursuant to automatic archiving or back-up procedures and which cannot reasonably be deleted.



6.4. HIPAA. Student records that are disclosed to PresenceLearning by Customer and maintained within Platform are by definition “education records” under FERPA and not “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, USED and U.S. Department of Health and Human Services (November 2008)

## **7. Clinicians.**

7.1. Credentials and Clearances. For each Clinician PresenceLearning assigned to Customer, PresenceLearning has collected and verified clinicians’ credentials in accordance with the state law of Customer’s state, including state clinician license. If Customer requires additional certification such as Board of Education certifications, then Customer must inform PresenceLearning and provide all necessary information or instructions in a timely manner.

7.2. Background Checks. PresenceLearning conducts background checks, which include criminal background checks and Registered Sex Offender registry checks, on all its employees and Clinicians, and PresenceLearning refreshes such checks on the Clinicians on a yearly basis. If Customer requires additional clearances such as FBI Fingerprinting by the school district, Customer will provide all necessary information or instructions in a timely manner to allow PresenceLearning to convey instructions to Clinicians.

## **8. Indemnification.**

8.1. Indemnification by Customer. Unless prohibited by law, Customer shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including attorney’s fees) incurred by PresenceLearning which result from, or arise in connection with, any breach of Customer’s obligations or representations under this Agreement and/or negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement.

8.2. Indemnification by PresenceLearning. PresenceLearning shall indemnify and hold Customer, harmless against any and all claims, demands, damages, liabilities and costs (including attorney’s fees) incurred by Customer which directly or indirectly result from, or arise in connection with, any negligent act or omission or willful misconduct of PresenceLearning, its agents, or employees, pertaining to its activities and obligations under this Agreement.

8.3. Conditions of Indemnification. The obligations set forth in Sections 8.1 and 8.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.



**9. Limitation of Liability.** In no event will PresenceLearning be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if PresenceLearning knew or should have known of the possibility of such damages. PresenceLearning's cumulative liability relating to this Agreement will not exceed the actual fees paid by Customer to PresenceLearning during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. Customer acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations PresenceLearning would not enter into this Agreement.

**10. Non-Solicitation.** Customer shall not, during the Term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any PresenceLearning employee or its clinicians without PresenceLearning's prior written consent. Customer should contact the PresenceLearning account manager with any inquiries concerning the aforementioned.

**11. Term and Termination.**

11.1. Term. This Agreement shall be in effect from the date of the last signature until terminated by either party with forty-five (45) days prior written notice.

11.2. Service Order Term. Each Service Order will specify a term for which services begin and end.

11.3. Termination for breach. PresenceLearning may, without prejudice to any other remedies available to it by law, terminate this Agreement immediately if Customer commits a material breach of this Agreement, and the breach is not cured within fifteen (15) days after receipt of written notice of the breach.

11.4. Effects of Termination. Upon the expiration or termination of this Agreement for any reason, all amounts owed to PresenceLearning under this Agreement, which accrued before such termination, or expiration will be immediately due and payable.

**12. Disclaimer of Warranties.** Except as otherwise set out herein, the Services are provided "as is" without any warranty and, except as provided herein, PresenceLearning expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

**13. Student Benchmarking Data.** If Customer collects benchmarking data at the individual or school level in relation to Services provided by PresenceLearning, Customer will provide PresenceLearning a copy of such benchmarking data. To the extent not prohibited by Section 6 of this Agreement or applicable law, PresenceLearning may store indefinitely, use and publish deidentified benchmarking data.

**14. Customer Representations and Warranties.** 14.1. Customer hereby represents and warrants to PresenceLearning that the undersigned has the right, power, and authority to enter into this Agreement on behalf of Customer.

14.2. Customer hereby represents and warrants that, prior to receiving Services, it will provide PresenceLearning with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by PresenceLearning. Any delay in Customer's ability to provide the specified conditions will delay the ability for PresenceLearning to provide the Services.

14.3. Customer hereby represents and warrants that it will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consents where required.

14.4. Customer represents that it has verified the accuracy, completeness and appropriateness of all Students' medical, educational, demographic, disciplinary, and therapeutic-related information ("Records") prior to Customer's providing PresenceLearning with access to such Records. Customer acknowledges and agrees that the professional duty to educate, supervise and treat the Students lies solely with Customer, and that the provision of Services in no way replaces or substitutes for the professional judgment of Customer.

14.5. Customer acknowledges that PresenceLearning is not a healthcare provider, and that it cannot and does not independently review or verify the medical accuracy or completeness of Records made available to it pursuant to this Agreement.

**15. PresenceLearning Representations and Warranties.** PresenceLearning represents and warrants to Customer as follows the undersigned has the right, power and authority to enter into this Agreement on behalf of PresenceLearning.

**16. Research; Promotional Materials.** The parties agree that mutual consent is required for publication or distribution of any research and/or case studies mentioning either party. However, Customer grants to PresenceLearning the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Service in PresenceLearning promotional materials. Customer can revoke this grant at any time with fifteen (15) days written request.

**17. Independent Contractor.** The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall be deemed to be an employee or legal representative of the other nor shall either party have any right or authority to create any obligation on behalf of the other party.

**18. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be State the Customer is located.

**19. Governing Law.** This Agreement will be governed by the laws of the State the Customer is located.

**20. Miscellaneous.** The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The headings in this Agreement do not affect its interpretation.

**21. Assignment.** PresenceLearning's rights and obligations under this Agreement will bind and inure to the benefit of its successors and assigns.

**22. Survival.** The parties' obligations under Sections 2.4, 2.5, 9, 10, 16, and 18 will survive any expiration or termination of this Agreement.

**23. Force Majeure.** Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics, or other acts of God, labor conditions, power failure, and Internet disturbances.

**24. Notices.** All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To PresenceLearning, Inc., 530 Seventh Ave, Suite M, New York, NY 10018, Attn: Legal Department or via email at [legal@presencelearning.com](mailto:legal@presencelearning.com). To Customer: Notices will be sent to the address provided to PresenceLearning, or by other legally acceptable means.

**25. Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

**26. Entire Agreement.** This Agreement along with any corresponding Service Orders constitutes the entire agreement between the parties regarding the Services and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the Services. This Agreement may only be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: