

Heartwood Charter School

Agenda for the special 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 [631-602-0233](tel:6316020233) PIN: 734 099 088#

Friday, February 10, 2023

10:45AM Public Session

Call to Order

- I. Roll Call
- II. Regular Meeting
 - A. Agenda Adjustments and Approval
- III. Public and Community Input
- IV. Reports and Information
 - A. Director's Report
 1. Faculty
 2. Academics
 - B. Finance
 1. Expenses
 2. Budget
- V. Action Items
 - A. The Board will approve the receivable sales loan for up to \$257,000 and approve, defer or agree to study further.
 - B. The Board will consider the updated schedule of staff midyear raises and approve, defer, or agree to study further.
 - C. The Board will consider the Personnel Actions and approve, defer, or agree to study further.
 - D. The Board will consider the Employment salary offers for 2023-24 staff offer letters and approve, defer or agree to study further.
 - E. The Board will consider the conditional hiring of Tiffany Harris for the position of Class Teacher in the Waldorf Program and approve, defer or agree to study further.
 - F. The Board will consider contracting with Occupational Therapy Services to provide special education OT services and approve, defer or agree to study further.
 - G. The Board will consider closing enrollment for 2022-23 school year and approve, defer or agree to study further.
 - H. The Board will consider the Funding Schedule 2023-24 for instructional funds in the Homeschool Program and approve, defer or agree to study further.
 - I. The Board will approve the Depreciation Schedule 2023-24 for instructional funds in the Homeschool Program and approve, defer or agree to study further.
 - J. The Board will reconsider whether to continue to conduct Board meetings via video conference during the current pandemic conditions per AB 361 in order to mitigate the risk to health and safety that is presented by in-person meetings and approve, defer, or agree to study further
- VI. Consent Items

- A. Contract for Nelson Connects employment agency
- B. Contract amendment for Presence Learning
- 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.
 - A. Board Policies
- 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 conditions

FUNDING ESTIMATE

CONFIDENTIAL

Funding Estimate for Heartwood Charter

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.com

Heartwood Charter

Receivable	Target Funding Date	Gross Receivable Value	Initial Purchase Face Value	Max Def. Purchase Price	Discount	Discount %	Upfront Purchase Price
February LCFF FY22-23	02/10/2023	\$ 480,073	\$ 264,000	\$ 216,073	\$ 7,103	2.69%	\$ 256,897
Total		\$480,073	\$264,000	\$216,073	\$7,103	2.69%	\$256,897

Initial Purchase Face	\$ 264,000
Discount	\$ 7,103
Upfront Purchase Price	\$ 256,897
Program Fee	\$ 0
Transaction Fee	\$ 0
Net to School	\$ 256,897

Estimates only. To be finalized at closing.

Important Information

1. The price at which Charter School Capital purchases 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. The pricing contained in this Funding Estimate for the identified Receivables will be honored for thirty (30) days from the date of this Funding Estimate.
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

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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.



Helping you get where you're going.

1000 SW Broadway, Ste. 1800 • Portland, Oregon 97205

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FUNDING ESTIMATE CONFIDENTIAL

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.

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Proposed Staff Salaries 22-23
 Mid-year Salary Increase
 2/10/2023 Updated

Bothin Faculty

New or Returning	Assignment	FTE	Overall Exper Yrs	Waldorf Exper Yrs	Salary 21- 22	Hourly 21- 22	Estimated Annual 21- 22	Bothin Fac 22-23	Hrly 22-23	Revised Bothin Fac 22-23	Estimated Annual 22- 23	
												Prelim 22-23
Erin Hallal	Returning	Lead K	1.00	7.00	6.00	\$61,000		\$67,520		\$78,554		
Greta Jee	New	K	1.00	9.00	9.00			\$67,920		\$78,063		
Kerin Meri	New	1	1.00	15.00	15.00			\$65,660		\$76,571		
Ann Ingraham	Returning	2	1.00	8.00	7.00	\$62,000		\$66,720		\$78,045		
Helen Prohoroff	Returning	3	1.00	21.00	4.00	\$65,000		\$71,520		\$78,342		
Kim Holscher	Returning	4-5	1.00	19.00	18.00	\$64,000		\$72,060		\$82,823		
Casey Ostertag	Returning	6	1.00	19.00	18.00	\$61,000		\$67,520		\$76,554		
(open)	New	7	1.00							\$0		
(open)	New	8	1.00							\$0		
Zana Howard	Returning	K Lead Asst	0.80				\$ 30.00	\$ 25,740	\$ 31.00	\$ 43,251	\$ 31.00	\$ 43,251
Sarah Rose McMahon	Returning	K Asst	0.80				\$ 24.00	\$ 20,592	\$ 26.00	\$ 36,275	\$ 26.00	\$ 36,275
Carol Adee	Returning	Music Asst	0.50				\$ 35.00	\$ 22,575	\$ 50.00	\$ 43,600	\$ 50.00	\$ 43,600
Tara Duggan	New	Asst	0.80				\$ 36.00	\$ 23,220	\$ 26.00	\$ 26,957	\$ 26.00	\$ 26,957
Corinna Rezelle	New	Asst	0.10				\$ 37.00	\$ 23,865	\$ 25.00	\$ 10,900	\$ 25.00	\$ 10,900
Sara Ris	New	Asst	0.10						\$ 25.00	\$ 10,900	\$ 25.00	\$ 10,900
Summer He	New	Language	0.20						\$ 55.00	\$ 19,184	\$ 55.00	\$ 19,184
Sandy Monzon	New	Language	0.25						\$ 60.00	\$ 20,928	\$ 60.00	\$ 20,928
Katja Wishart	Reactivate	Teacher	0.04						\$ 50.00	\$ 3,200	\$ 50.00	\$ 3,200
James Reynolds	New	Woodwrk	0.10				\$ 38.00	\$ 24,510	\$ 253.00	\$ 12,144	\$ 253.00	\$ 12,144

ISP Faculty

New or Returning	Assignment	FTE	Gen Teaching Exper Yrs	ISP Teaching Exper Yrs	Allowed Hrs	Single Subj Credential	HW Facul Wkld 21-22	HW Facul Wkld 22-23	Hourly 22- 23	Estimated Annual 22- 23	Revised HS Fac Step 22-23	Hourly 22- 23	Estimated Annual 22-23
Kit Mayberry	Returning	27.00	1.08	17.00	17.00		\$64,000	\$68,520			\$101,254		
Pamela Palmgren	Returning	30.00	1.20	12.00	11.00		\$52,500	\$68,020			\$75,454		
Terry Egan	Returning	30.00	1.20	8.00	6.00		\$64,000	\$72,520			\$77,844		
Alejandra Wilkerson	Returning	30.00	1.20	10.00	4.00		\$52,500	\$69,520			\$75,954		
Kelly Prescutti	Returning	30.00	1.20	8.00	4.00		\$63,000	\$69,520			\$78,044		
Angela Cloud	Returning	30.00	1.20	4.00	3.00	48.00	\$23,100	\$54,600			\$67,525		
Amber McKinney	Returning	30.00	1.20	7.00	2.00		\$37,800	\$54,600			\$68,475		
Talia Maas-Howard	Returning	30.00	1.20	7.00	2.00		\$52,500	\$69,020			\$71,975		
Scott Kreinberg	Returning	30.00	1.20	17.00	2.00		\$63,000	\$67,520			\$75,454		
Melissa Hartley	Returning	30.00	1.20	8.00	1.00		\$52,500	\$67,020			\$71,344		
Ashley Klaus	Returning	20.00	0.80	15.00	1.00		\$52,500		\$31	\$0		\$ 33.00	\$ 45,902
Emily Seguine	Returning	0.00	0.38	-	-		\$0	\$0				\$ 35.00	\$ 23,195
Juliana Martin	New	25.00	1.00	1.00	1.00		\$0	\$54,600			\$59,050		
Kimberly Darlington	New	30.00	1.20	17.00	6.00		\$0	\$54,600			\$72,954		
Susan Strong	New	30.00	1.20	2.00	1.00		\$0	\$55,600			\$60,821		
Rachel Lawrence	New	30.00	1.20	7.00	1.00		\$0	\$55,601			\$68,475		

SPED Staff

New or Returning	Assignment	FTE	Overall Exper Yrs	SPED Exper Yrs	Actual Salary 20- 21	Hourly 21- 22	Estimated Annual 21- 22	SPED Fac 22-23	Hourly 22- 23	Estimated Annual 22-23	Revised SPED Fac 22-23	Hourly 22- 23	Estimated Annual 22-23
Chandra McAtee	Returning	Coord	1.00	9.00	9.00	\$55,000		\$85,000			\$85,280		
Jeremiah Watterson	Returning	Ed Spec	1.00	6.00	5.00	\$60,000		\$70,737			\$80,115		
Shelley Knepper	Returning	Ed Spec	1.00	26.00	26.00	\$60,000		\$75,737			\$83,221		
Julie Goren	Returning	Ed Spec	1.00	10.00	5.00	\$0		\$70,737			\$81,581		
0	Returning	Ed Spec	1.00	0.00	0.00	\$0		\$0			\$0		
0						\$ 37.00							
0	Returning		0.50			\$ 37.00							
Amanda Speedy	New		0.50			\$ 37.00		\$ 38.50	\$ 30,215			\$ 41.20	\$ 32,334
Vicki Fenske	New		1.50			\$ 37.00		\$ 38.50	\$ 13,778			\$ 41.20	\$ 14,371

Operations Staff

New or Returning	Assignment	FTE	Overall Exper Yrs	ISP School Exper Yrs	Actual Salary 20- 21	Hourly 21- 22	Estimated Annual 21- 22	Operations Staff 22-23	Hourly 22- 23	Estimated Annual 22-23	Revised Operations 22-23	Hourly 22- 23	Estimated Annual 22-23
Heather Deyden	Returning	Asst Dir Ops	1.00			\$75,000		\$85,000			\$103,958		
Heather Capps	Returning	Ops Asst	1.00				\$ 22.00	\$ 37,840	\$ 24.50	\$ 50,960		\$ 24.50	\$ 50,960
Corey Figueroa	New	Ops Asst	1.00					\$ 24.50	\$ 50,960			\$ 24.50	\$ 50,960
Joey Figueroa	Returning	Ops Asst	0.30				\$ 22.00	\$ 10,890	\$ 24.50	\$ 50,960		\$ 24.50	\$ 12,128
Suzie Smith	Returning	Ops Asst	0.30				\$ 22.00	\$ 10,890	\$ 25.00	\$ -		\$ 24.50	\$ 12,128
Sarah Hobstetter	Returning	Office Asst	0.80				\$ 24.00					\$ 25.00	\$ 34,720

Administration

New or Returning	Assignment	FTE	MS	Waldorf	Actual Salary 20- 21	Hourly 21- 22	Estimated Annual 21- 22	Admin 22-23	Hourly 22- 23	Estimated Annual 22- 23	Revised Admin 22-23	Hourly 22- 23	Estimated Annual 22-23
Aimee Landers	Returning	Asst Prin	1.00		\$75,000			\$92,000			\$95,680		

Proposed Staff Salaries 23-24
 For Employment Offers based on 22-23 Salary Schedule
 2/7/2023

Bothin Faculty

New or Returning	Assignment	FTE	Overall Exper Yrs	Waldorf Exper Yrs								Bothin Fac 23-24	Estimated Annual 23-24	
													22-23	
Erin Hallal	Returning	Lead K	1.00	7.00	6.00							\$78,554		
Kerin Meri	New	1	1.00	9.00	9.00							\$76,571		
Ann Ingraham	Returning	2	1.00	8.00	7.00							\$78,045		
Helen Prohoroff	Returning	3	1.00	21.00	4.00							\$80,342		
Kim Holscher	Returning	4-5	1.00	19.00	18.00							\$82,823		
Casey Ostertag	Returning	6	1.00	19.00	18.00							\$76,554		
(open)	New	7	1.00									\$0		
(open)	New	8	1.00									\$0		
Zana Howard	Returning	K Lead Asst	0.80										\$ 31.00	\$ 43,251
Sarah Rose McMahon	Returning	K Asst	0.80										\$ 26.00	\$ 36,275
Carol Adee	Returning	Music Asst	0.50										\$ 68.00	\$ 43,600
Tara Duggan	New	Asst	0.80										\$ 26.00	\$ 26,957
Margaret Moore	Returning	Asst	0.20										\$ 50.00	
Sara Ris	New	Asst	0.10										\$ 25.00	\$ 10,900
Summer He	New	Language	0.20										\$ 60.00	\$ 19,184
Sandy Monzon	New	Language	0.25										\$ 65.00	\$ 20,928
Katja Wishart	Reactivate	Teacher	0.04										\$ 50.00	\$ 3,200
James Reynolds	New	Woodwrk	0.10										\$ 253.00	\$ 8,144

ISP Faculty

New or Returning	Assignment	FTE	Gen Teaching Exper Yrs	ISP Teaching Exper Yrs	Allowed Hrs	Single Subj Credential						Revised HS Fac Step 22-23	Hourly 23-24		Estimated Annual 23-24
													22-23	Students	
Alejandra Wilkerson	Returning	27.00	1.08	18.00	17.00		Y					\$76,954			
Amber McKinney												69844.39			
Angela Cloud	Returning	30.00	1.20	13.00	11.00		y					\$65,816			
Melissa Hartley	Returning	30.00	1.20	9.00	6.00		Y					\$71,241			
Pamela Palmgren	Returning	30.00	1.20	11.00	5.00		Y					\$73,954			
Talia Maas-Howard	Returning	30.00	1.20	9.00	4.00		Y					\$69,844			
Kelly Prescutti	Returning	30.00	1.20	5.00	3.00	48.00	-					\$75,241			
Scott Kreinberg	Returning	30.00	1.20	8.00	2.00		-					\$73,954			
Terry Egan	Returning	30.00	1.20	8.00	2.00		y					\$74,241			
Kit Mayberry	Returning	30.00	1.20	18.00	2.00		Y					\$76,954			
Emily Seguine	Returning	30.00	1.20	9.00	1.00		y					\$72,954	\$ 35.00	\$ 23,195	
Juliana Martin	Returning	20.00	0.80	16.00	1.00		y					\$60,821			
Kimberly Darlington	Returning	0.00	0.38	-	-		-					\$72,954			
Ashley Klaus	New	25.00	1.00	2.00	1.00		-					\$62,646	\$ 33.00	\$ 45,902	
Susan Strong	New	30.00	1.20	18.00	6.00		-					\$69,844			
Rachel Lawrence	New	30.00	1.20	3.00	1.00		-					\$69,844			

SPED Staff

New or Returning	Assignment	FTE	Overall Exper Yrs	SPED Exper Yrs	Actual Salary 20-21	Hourly 21-22	Estimated Annual 21-22	SPED Fac 22-23	Revised SPED Fac 23-24	Hourly 23-24		Estimated Annual 23-24
										24	Annual 23-24	
Chandra McAtee	Returning	Coord	1.00	10.00	9.00	\$55,000		\$85,000	\$107,958			
Jeremiah Watterson	Returning	Ed Spec	1.00	7.00	5.00	\$60,000		\$70,737	\$81,637			
Shelley Knepper	Returning	Ed Spec	1.00	27.00	26.00	\$60,000		\$75,737	\$83,221			
Julie Goren	Returning	Ed Spec	1.00	11.00	5.00	\$0		\$70,737	\$82,397			
0	Returning	Ed Spec	1.00	0.00	0.00	\$0		\$0	\$0			
0						\$ 37.00						
0	Returning		0.50			\$ 37.00						
Amanda Speedy	New		0.50			\$ 37.00	\$ 38.50	\$ 30,215	\$ 41.20	\$ 32,334		
Vicki Fenske	New		1.50			\$ 37.00	\$ 38.50	\$ 13,778	\$ 41.20	\$ 14,371		

Operations Staff

New or Returning	Assignment	FTE	Overall Exper Yrs	ISP School Exper Yrs	Actual Salary 20-21	Hourly 21-22	Estimated Annual 21-22	Operations Staff 22-23	Revised Operations 23-24	Hourly 23-24		Estimated Annual 23-24
										24	Annual 23-24	
Heather Deyden	Returning	Asst Dir Ops	1.00		\$75,000		\$85,000	\$103,958				
Heather Capps	Returning	Ops Asst	1.00			\$ 22.00	\$ 37,840	\$ 24.50	\$ 50,960	\$ 26.00	\$ 54,080	
Corey Figueroa	New	Ops Asst	1.00				\$ 24.50	\$ 50,960	\$ 26.00	\$ 54,080		
Joey Figueroa	Returning	Ops Asst	0.30			\$ 22.00	\$ 10,890	\$ 24.50	\$ 50,960	\$ 26.00	\$ 12,870	
97594												
Sarah Hobstetter	Returning	Office Asst	0.80			\$ 24.00			\$ 26.00	\$ 36,109		

Administration

New or Returning	Assignment	FTE	MS	Waldorf	Actual Salary 20-21	Hourly 21-22	Estimated Annual 21-22	Admin 22-23	Hourly 22-23	Estimated Annual 22-23	Revised Admin 23-24	Hourly 23-24		Estimated Annual 23-24
												24	Annual 23-24	
Aimee Landers	Returning	Asst Prin	1.00		\$75,000		\$92,000	\$95,680						



Occupational Therapy Services Contract

This contract, made on the 8th day of February, 2023, contains any and all agreements by and between Heartwood Charter School and Whole Child Occupational Therapy. It is understood that Whole Child Occupational Therapy will be providing occupational therapy services to Heartwood Charter School, commencing on February 20th, 2023, and will continue until the end of the school year. This contract may be terminated by either party as long as written notice is given at least thirty (30) days in advance.

Heartwood Charter School agrees to compensate Whole Child Occupational Therapy at an hourly rate of \$165 for services rendered. It is understood that all treatment, evaluations, documentation, data entry, participation in IEP and 504 meetings, as well as consultation with teachers and parents will be charged at this same hourly rate.

Therapy services will be charged at a minimum of 6 hours per week regardless of student absences. If student(s) are absent during this time period, it is assumed that the therapist will use this time to complete any of the other aforementioned duties.

Any of the aforementioned duties that exceed 6 hours per week, will be charged at the hourly rate.

Whole Child Occupational Therapy agrees to:

- Provide a licensed occupational therapist.
- Provide student goals in IEP and progress reports at the end of each trimester on SEIS.
- Make up IEP minutes for students if a therapist is out ill or unable to attend a weekly session.
- Conduct assessments as needed.
- Provide itemized invoices before the 5th day of each month.
- Provide proof of general liability insurance obtained by Whole Child Occupational Therapy.
- Provide a copy of each occupational therapist's state licensure and National Board certification.
- Maintain confidentiality of student records as required by state law, professional standards, and HIPPA.

Heartwood Charter School agrees to:

- Make payments to Whole Child Occupational Therapy by the last day of each month as invoiced by Whole Child Occupational Therapy.
- Provide necessary information to the occupational therapist regarding each student to be serviced.



- Provide necessary equipment and materials to meet the students occupational therapy goals.

The above contract contains the entire agreement between Whole Child Occupational Therapy and Heartwood Charter School. Any amendments or changes must be executed in the same manner as this contract.

I agree to all stipulations of the above contract:

Zoe Brooker OTR/L
Whole Child Occupational Therapy

02/08/2023
Date

Heartwood Charter School

Date



PresenceLearning, Inc.
 180 Montgomery Street, Suite 1850
 San Francisco, California 94104
 Phone (415) 512-9000

Date: January 18, 2023

To: Heartwood Charter School

This is an Amendment (“Amendment”) of the Master Services Contract (“Contract”), dated July 1, 2022 by and between Heartwood Charter School (“Partner”) and PresenceLearning, Inc. (“PresenceLearning”). PresenceLearning and Partner are referred to herein individually as a “Party” or collectively as the “Parties.” This Amendment is entered as of January 18, 2023 (the “Amendment Effective Date). Except as set forth below, the Contract shall remain unmodified and in full force and effect. The below table summarizes the revised Service Levels and Terms of the Contract as they apply to the 2022-2023 School Year.

AGREEMENT TERM	DESCRIPTION	AMOUNT
Reduced Contracted Students	Number of reduced student referrals during the term of the agreement.	16 OT (new total: 2 OT, 8 SLP, 10 BMH)
Updated Monthly Commitment	The minimum dollar payment due each month of the Term	New: \$3,696.00

If you have any questions concerning this Amendment, contact Kathy Clifton at (918) 284-1967.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment along with its Contract and Extension to be executed as of the Amendment Effective Date.

PresenceLearning, Inc.

LEA

By:

By:

Name:

Name: Stephanie Felton-Priestner

Title:

Title: Executive Director

Date:

Date:

By:

Name: Mark Puccinelli

Title: Board President

Date:



Service Agreement

This Agreement is made and entered into by and between Gary D. Nelson Associates, Inc. dba Nelson Connects ("Nelson") located at 19080 Lomita Avenue, Sonoma, CA 95476 and Heartwood Charter School ("Client"), located at 170 Liberty School Road Petaluma CA 94952, and is subject to the Terms and Conditions below.

The fees and pricing stated herein apply to Business Professionals by Nelson Connects a specialty division of Nelson and apply only to Nelson's Administrative, Clerical, Human Resources, Legal, Operations, Marketing and Sales placement services.

The pricing and terms may NOT apply to any other divisions of Gary D. Nelson Associates, Inc.

Nelson will provide services under this Agreement to Client effective 02/06/2023 and shall remain in effect through February 1, 2024. Unless terminated by either party upon thirty (30) days written notice, this agreement shall be automatically renewed for succeeding terms of one year each. Nelson and Client shall be referred to collectively as the "Parties," or individually as a "Party."

Compliance with the Law. The Parties agree to comply with all applicable federal, state, and local laws relating to employment matters including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, and the Civil Rights Acts of 1966, 1970, and 1971.

Nature of Relationship. The services that Nelson will render to Client under this Agreement will be as a vendor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between Nelson and Client.

- **Hourly Bill Rate for Temporary and Payroll Services:** To be determined on a case by case basis, based on client job description and selected candidate. In California, any hours worked in excess of 8 hour per day or 40 hours per week will be billed at time and one-half (1 ½) the hourly bill rate. All Nelson temporary employees will be paid overtime as required by state and federal wage and hour laws
- A Statutory Surcharge will be added to each invoice for costs relating to local, city, state and/or federally mandated employee benefits and/or training.
- Nelson will bill back to Client the cost of sick leave taken by employees at the regular hourly rate.
- Nelson will bill back to Client any premiums incurred resulting from meal and rest break requirement violations.
- Nelson reserves the right to request from Client an increased mark-up and may adjust the Statutory Surcharge due to changes to the mandated employee benefits and/or training.
- **Temporary-to-Hire Fee Terms:** The fee to hire our temporaries on full-time is as follows. The fee will be 25% of the candidate's expected base salary as applicable, during his/her first year of employment with your firm. Part-time roles have a minimum fee of \$5,500. Credit for hours worked is based on the schedule below. Note there is no guarantee for a temporary-to-hire placement and there is no credit applied to senior consulting engagements with bill rates at \$90/hour or above. Hours are calculated per person and discounts cannot be combined with hours worked by other employees in the same or other positions.

Hours	Credit
0-240	25% of annual salary
241-480	20% of annual salary
481-720	15% of annual salary
721-960	10% of annual salary
961+	5% of annual salary

- **Temporary Services Guarantee:** Nelson offers an 8-hour guarantee for all temporary and consulting positions. If for any reason the candidate does not meet your expectations and you are not completely satisfied, you have no obligation to pay for the first 8 hours of service.
- **Screening:**
Client has indicated that pre-employment drug and background screening is not required under this contract. Nelson adheres to all Federal, State, and Local regulations. As the employer of record, Nelson shall remain responsible for eligibility determination.



Service Agreement

- **Direct Hire Fee:** It has been agreed between the parties that there will be a fee equal to 25% of the candidate's first year's salary.
- **Direct Hire Guarantee:** Each placement is guaranteed for 90 calendar days, effective the day the candidate begins. If the employer terminates for cause or the employee voluntarily resigns during the first 90 calendar days, the fee will be prorated at 1/90th of the original fee for each consecutive calendar day employed, and the portion of the fee that exceeds that amount will be promptly refunded. This guarantee is only valid if the invoice is paid within ten (10) days of candidate start date and void in the case of company downsizing, reorganization, sale, merger, relocation or other significant changes in the conditions of the role or agreed upon compensation provided to the candidate.
- **Payroll Services:** Nelson's payroll services are available upon Client's request at 50% mark-up above employee rate, or on a case by case basis. These individuals may be former Client employees, or other individuals Client has identified for temporary work at Client's Company. Client agrees to comply with all employment laws governing its relationship with payrolled workers and agrees to indemnify and hold Nelson harmless from claims arising from Client's employment relationship with such workers.
- **Payment Terms:** Payment is due ten (10) days from the date of invoice. Direct Hire placement invoices are submitted on the start date of the candidate. Temporary and consulting services invoices are processed weekly and are generated from the employee's timecard. If it becomes necessary to file suit for collection purposes, attorney's fees shall be paid to the prevailing party. Any amounts not paid within thirty (30) days of the due date shall be subject to a finance charge of 1.5% per month (18% per annum).
- **Indemnification:** Each party agrees to indemnify, defend and hold the other, and its officers, directors, employees and agents harmless from any claim which arises out of the indemnifying party's failure to comply with the terms of this Agreement; violation of applicable federal, state or local law; or negligence. Promptly upon becoming aware of a claim subject to indemnification under this Agreement, the indemnified party must give notice of the claim to the indemnifying party, accompanied by a copy of any written documentation regarding the claim received by the indemnified party. The indemnifying party will, at its option, settle or defend, at its own expense and with its own counsel, the claim. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense; however, the indemnifying party will have the right to control the settlement or defense of the claim. The indemnifying party will not enter into any settlement that imposes any liability or obligation on the indemnified party without the indemnified party's prior written consent. The parties will cooperate in the settlement or defense and give each other full access to all relevant information.

Client Responsibilities:

- **Confidentiality:** The candidates whom Nelson presents to Client are obtained as a result of Nelson's work and reputation and these candidates may want their job search to be kept confidential. Client and its agents agree to keep confidential the identities and related information concerning Nelson candidates. The information is to be used solely for the purpose of Client considering these candidates for employment by Client and with Client agreeing to not contact either candidate or any related references without Nelson's prior permission.
- **Cash and Valuables:** Client shall not entrust Nelson employees with unattended premises, or give access to Nelson employees any cash, cash negotiables, or other valuables, without Nelson's prior written consent. Client agrees to waive any claim against Nelson and to hold Nelson harmless and to indemnify Nelson from any costs, claims or losses which occur in whole or in part from Client's failure to comply with this provision.
- **Training and Supervision:** Client agrees that Nelson employees will be adequately protected, trained and supervised and provided with the equipment and supervisory protection necessary to the preservation of their right of privacy, their ability to perform their assignment, and their safety, as required by law. Client shall comply with its legal obligations to protecting Nelson employees from harassment, or any improper interference with their ability to perform their work.
- **Notification of Changes to Personnel's Job Duties:** Client agrees, upon any change in job duties from those for which Personnel was initially placed, to obtain written agreement from Nelson. This is necessary to ensure that Nelson is properly informed in order to assess the risk of the duties and responsibilities of Nelson Personnel. If Client makes a change without Nelson's written consent, then Client agrees to reimburse Nelson for any additional cost if Nelson's candidate is referred to Client and is not hired, and Client refers the candidate to another division of Client Company, or a different company resulting in the candidate hiring, Client is liable for the fee.



Service Agreement

- If, within 365 days after Nelson presents a candidate, Client, or one of its divisions or affiliates employs, engages or otherwise retains the services of that candidate (regardless of the position or nature of engagement), or refers him/her to another company, Client agrees to contact Nelson in writing within thirty (30) days and pay Nelson its full direct hire placement fee described above.
- Should Client decide to hire or contract with any Nelson temporary employee that was placed at Client's company through Nelson, or presented to Client by Nelson, and do so without Nelson's written consent, Client agrees, even if the person was referred to a position by another agency, to pay Nelson the Direct Hire Fee described above effective as of the date of the hiring contract. This obligation continues for 365 days from the day we presented the candidate or the last day the employee was on Nelson payroll.
- Client warrants that the approval of timecards certifies that the hours worked are correct and acceptable to Client for billing purposes, and that the work was performed in a satisfactory manner.
- Timecards which are not approved by Nelson deadlines, unless otherwise agreed to in writing, will be sent to Nelson's Temp Payroll team for processing. Adjustments made to timecards after the payroll cut-off may be subject to delayed processing and/or waiting time penalties. Client is responsible for all related penalties and charges if a delay in timecard review is due to the Client and/or Client Supervisor not meeting the NelsonTime deadline.
- Non-exempt employees furnished by Nelson to Client shall submit timecards to Client each week recording the number of hours worked in the preceding calendar week. Client shall review and approve those timecards, which accurately state the number of hours worked. The timecards approved by Client shall be the basis of the amounts billed to Client by Nelson for the services of its employee. Client approved timecards must be submitted to Nelson electronically through NelsonTime by 2:00 pm Monday.

The individual signing this Agreement on behalf of Client represents and warrants that he/she has the authority to enter into this Agreement on behalf of Client and to bind Client to the terms hereof.

Heartwood Charter School

Gary D. Nelson Associates, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: Joseph T. Prusko

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Funding Breakdown Schedule 2023-24

***Pending board approval**

FUNDING DISTRIBUTION SCHEDULE (TK-8TH GRADE)- \$1900

- Initial Funding Drop 8-22-2023 \$1100
 - Funding from the first semester will not rollover to the second semester
- Funding Drop 1-29-2024 \$400
 - Last day to place 6 month subscription orders
- **Material ordering deadline 3-1-2024**
 - Last day to place 3 month or less subscription orders
- Funding Drop 4-1-2024 \$400 (curriculum and services only, no stocking up supplies)
 - If additional funding was used in Drop 1 towards the purchase of curriculum this funding drop will be decreased
- **Service ordering deadline 4-26-2024**
- School is provided with the majority of funding after P2 reporting, late March 2024

FUNDING DISTRIBUTION SCHEDULE (9-12TH GRADE)- \$2200

- Initial Funding Drop 8-22-2023 \$1400
 - Funding from the first semester will not rollover to the second semester
- Funding Drop 1-29-2024 \$400
 - Last day to place 6 month subscription orders
- **Material ordering deadline 3-1-2024**
 - Last day to place 3 month or less subscription orders
- Funding Drop 4-1-2024 \$400 (curriculum and services only, no stocking up supplies)
 - If additional funding was used in Drop 1 towards the purchase of curriculum this funding drop will be decreased
- **Service ordering deadline 4-26-2024**
- School is provided with the majority of funding after P2 reporting, late March 2024

Heartwood Charter		
Homeschool Instructional Funds		
Depreciation Schedule 2023-24		
Funding Drops		
August 22, 2023	\$1,100	\$1,400
January 29, 2024	\$400.00	\$400.00
April 1, 2024	\$400.00	\$400.00

*Reduced funding will be taken from drop 3, then drop 2 if over \$350 less than max amount of funding

Enrollment Start Date	Total Funding TK-8 per diem \$9.60, up to \$1,900 in funds	Total Funding 9-12 per diem \$11.30, up to \$2,200 in funds	Enrollment Start Date		
August 22, 2023	\$1,890.40	\$2,188.70	December 1, 2023	\$1,256.80	\$1,442.90
August 23, 2023	\$1,880.80	\$2,177.40	December 4, 2023	\$1,247.20	\$1,431.60
August 24, 2023	\$1,871.20	\$2,166.10	December 5, 2023	\$1,237.60	\$1,420.30
August 25, 2023	\$1,861.60	\$2,154.80	December 6, 2023	\$1,228.00	\$1,409.00
August 28, 2023	\$1,852.00	\$2,143.50	December 7, 2023	\$1,218.40	\$1,397.70
August 29, 2023	\$1,842.40	\$2,132.20	December 8, 2023	\$1,208.80	\$1,386.40
August 30, 2023	\$1,832.80	\$2,120.90	December 11, 2023	\$1,199.20	\$1,375.10
August 31, 2023	\$1,823.20	\$2,109.60	December 12, 2023	\$1,189.60	\$1,363.80
September 1, 2023	\$1,813.60	\$2,098.30	December 13, 2023	\$1,180.00	\$1,352.50
September 5, 2023	\$1,804.00	\$2,087.00	December 14, 2023	\$1,170.40	\$1,341.20
September 6, 2023	\$1,794.40	\$2,075.70	December 15, 2023	\$1,160.80	\$1,329.90
September 7, 2023	\$1,784.80	\$2,064.40	December 18, 2023	\$1,151.20	\$1,318.60
September 8, 2023	\$1,775.20	\$2,053.10	December 19, 2023	\$1,141.60	\$1,307.30
September 11, 2023	\$1,765.60	\$2,041.80	December 20, 2023	\$1,132.00	\$1,296.00
September 12, 2023	\$1,756.00	\$2,030.50	December 21, 2023	\$1,122.40	\$1,284.70
September 13, 2023	\$1,746.40	\$2,019.20	December 22, 2023	\$1,112.80	\$1,273.40
September 14, 2023	\$1,736.80	\$2,007.90	January 8, 2024	\$1,103.20	\$1,262.10
September 15, 2023	\$1,727.20	\$1,996.60	January 9, 2024	\$1,093.60	\$1,250.80
September 18, 2023	\$1,717.60	\$1,985.30	January 10, 2024	\$1,084.00	\$1,239.50
September 19, 2023	\$1,708.00	\$1,974.00	January 11, 2024	\$1,074.40	\$1,228.20
September 20, 2023	\$1,698.40	\$1,962.70	January 12, 2024	\$1,064.80	\$1,216.90
September 21, 2023	\$1,688.80	\$1,951.40	January 16, 2024	\$1,055.20	\$1,205.60
September 22, 2023	\$1,679.20	\$1,940.10	January 17, 2024	\$1,045.60	\$1,194.30
September 25, 2023	\$1,669.60	\$1,928.80	January 18, 2024	\$1,036.00	\$1,183.00
September 26, 2023	\$1,660.00	\$1,917.50	January 19, 2024	\$1,026.40	\$1,171.70
September 27, 2023	\$1,650.40	\$1,906.20	January 22, 2024	\$1,016.80	\$1,160.40
September 28, 2023	\$1,640.80	\$1,894.90	January 23, 2024	\$1,007.20	\$1,149.10
September 29, 2023	\$1,631.20	\$1,883.60	January 24, 2024	\$997.60	\$1,137.80
October 2, 2023	\$1,621.60	\$1,872.30	January 25, 2024	\$988.00	\$1,126.50
October 3, 2023	\$1,612.00	\$1,861.00	January 26, 2024	\$978.40	\$1,115.20
October 4, 2023	\$1,602.40	\$1,849.70	January 29, 2024	\$968.80	\$1,103.90
October 5, 2023	\$1,592.80	\$1,838.40	January 30, 2024	\$959.20	\$1,092.60
October 6, 2023	\$1,583.20	\$1,827.10	January 31, 2024	\$949.60	\$1,081.30
October 9, 2023	\$1,573.60	\$1,815.80	February 1, 2024	\$940.00	\$1,070.00
October 10, 2023	\$1,564.00	\$1,804.50	February 2, 2024	\$930.40	\$1,058.70
October 11, 2023	\$1,554.40	\$1,793.20	February 5, 2024	\$920.80	\$1,047.40
October 12, 2023	\$1,544.80	\$1,781.90	February 6, 2024	\$911.20	\$1,036.10
October 13, 2023	\$1,535.20	\$1,770.60	February 7, 2024	\$901.60	\$1,024.80
October 16, 2023	\$1,525.60	\$1,759.30	February 8, 2024	\$892.00	\$1,013.50
October 17, 2023	\$1,516.00	\$1,748.00	February 9, 2024	\$882.40	\$1,002.20
October 18, 2023	\$1,506.40	\$1,736.70	February 12, 2024	\$872.80	\$990.90
October 19, 2023	\$1,496.80	\$1,725.40	February 13, 2024	\$863.20	\$979.60
October 20, 2023	\$1,487.20	\$1,714.10	February 14, 2024	\$853.60	\$968.30
October 23, 2023	\$1,477.60	\$1,702.80	February 15, 2024	\$844.00	\$957.00
October 24, 2023	\$1,468.00	\$1,691.50	February 16, 2024	\$834.40	\$945.70
October 25, 2023	\$1,458.40	\$1,680.20	February 26, 2024	\$824.80	\$934.40
October 26, 2023	\$1,448.80	\$1,668.90	February 27, 2024	\$815.20	\$923.10
October 27, 2023	\$1,439.20	\$1,657.60	February 28, 2024	\$805.60	\$911.80
October 30, 2023	\$1,429.60	\$1,646.30	February 29, 2024	\$796.00	\$900.50
October 31, 2023	\$1,420.00	\$1,635.00	March 1, 2024	\$786.40	\$889.20
November 1, 2023	\$1,410.40	\$1,623.70	March 4, 2024	\$776.80	\$877.90