

# Heartwood Charter School

## Agenda for the Special Meeting of the Heartwood Charter School Board of Directors

Location: 170 Liberty School Road, Petaluma, CA 94930

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

The meeting may be joined by phone: (US) +1 301-715-8592 Passcode: 556485

Or by video conference

Join Zoom Meeting: <https://us06web.zoom.us/j/86521124736?pwd=OWxVTDBwczRhZS3VPcmRjSXJ2V29XUT09>

**Tuesday August 15, 2023**

**9:30AM Public Session**

Call to Order

- I. Roll Call
- II. Regular Meeting
  - A. Agenda Adjustments and Approval
- III. Approval of Minutes
- IV. Correspondence
  1. Deferral of recent correspondence until August
- V. Reports and Information
  - A. Director's Report
  - B. Finance
- VI. Action Items
  - A. The Board will consider the personnel actions and approve, defer or agree to study further.
  - B. The Board will consider the Bothin site lease agreement and approve, defer or agree to study further.
  - C. The Board will consider raising class size limits and opening closed classes for the Bothin program and approve, defer or agree to study further.
- VII. Consent Items
  - A. Contract with F3 for Legal Services
- VIII. 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. Communication
- IX. Closed Session
  - A. Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)
  - B. Public Employee Discipline/Dismissal/Release (Gov. Code section 54957(b).)
- X. Open Session
- XI. Action Taken in Closed Session
- XII. Dates and Future Agenda Items conditions
- XIII. Adjourn



# Memorandum of Understanding

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

Heartwood Charter School  
PO Box 822  
Fairfax, CA, 94978

This memorandum of Understanding (MOU), in conjunction with the Rental Agreement, provides Terms and Agreements between Girl Scouts of Northern California (GSNorCal) and Heartwood Charter School (Heartwood) who will be renting specific areas of Camp Bothin for their charter school for the 2022-2023 academic year.

**Rental Period: August 12, 2023 – May 27, 2024.** School Prep: August 12-21; small group of adults (no children) will move furniture and materials into classrooms and set up the school office. Students on campus: August 22, 2023 – May 27, 2024. Heartwood to move out of all program areas by **May 27, 2024.**

Review and discuss an agreement renewal for following school year in May 2024, unless GSNorCal makes an earlier determination that the camp or portion of the camp will not be available for future rental, in which case GSNorCal will endeavor to provide earlier notice to Heartwood.

**Rental Hours: Monday to Thursday: 8am - 5pm. Friday: 8am - 3pm.** Students and personnel must be off site and all rented areas cleaned up by 3pm on Friday. Any other use outside these hours or weekend use must be pre-approved by GSNorCal.

**Rental Fees:** Classrooms & Grounds: \$ 136,850 + Office & Staff Lounge: \$21,600 + Dining Hall use for aftercare Monday to Thursday 3pm - 5pm: \$19,800 = **Total Rental Fee: \$178,250.** Rental fee charged for 3 weeks in August (2 weeks for aftercare), November, December, January, February and April. Full fee charged all other months. See chart below.

Additional fees: \$50/month if dishwasher is used; \$50/month if commercial kitchen is used. **No Friday dining hall use.**

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

### **Heartwood Rental Payment Schedule 2023-2024**

Deposit will be carried over from prior year – no additional deposit due.

Additional kitchen charges billed separately or added to monthly bill following use.

Monthly Period	Classrooms & Grounds	Office & Staff Lounge	Dining Hall Aftercare	Total Due	Payment Due
8/15 -8/31	\$12,075	\$1,900	\$1,200	\$15,175	8/25/2023
9/1 -9/30	\$16,100	\$2,550	\$2,400	\$21,050	9/15/2023
10/1 – 10/31	\$16,100	\$2,550	\$2,400	\$21,050	10/15/2023
11/1 - 11/30	\$12,075	\$1,900	\$1,800	\$15,775	11/15/2023
12/1 - 12/31	\$12,075	\$1,900	\$1,800	\$15,775	12/15/2023
1/1 - 1/31	\$12,075	\$1,900	\$1,800	\$15,775	1/15/2024
2/1 – 2/28	\$12,075	\$1,900	\$1,800	\$15,775	2/15/2024
3/1 - 3/31	\$16,100	\$2,550	\$2,400	\$21,050	3/15/2024
4/1 - 4/30	\$12,075	\$1,900	\$1,800	\$15,775	4/15/2024
5/1 – 5/31	\$16,100	\$2,550	\$2,400	\$21,050	5/15/2024
<b>Total</b>	<b>\$136,850</b>	<b>\$21,600</b>	<b>\$19,800</b>	<b>\$178,250</b>	

## **Facilities and Rental Areas:**

### **Eight Classrooms:**

**Exclusive Use:** 1) Art Barn, 2) Milking Room, 3) Bay Tree Yurt #1, 4) Bush Yurt, 5) Heartwood Yurt in field;

Note: Bush Unit stage and seating area available only when there are no other rental groups at Bush Unit.

**Shared Use:** 6) Bay Tree Yurt #2, 7) Stone House, 8) Manor

Note: Common room, kitchen and downstairs bathroom use only in Stone and Manor. Clean and move all school property before 3pm on Friday for weekend rentals.

**Office:** Little House first floor common room, small room behind Little House. And upstairs east wing for tutoring sessions.

**Teacher Space:** Little House first floor common room, dining area and kitchen.

Note: All areas of Little House must be cleaned and all school property moved out before 3 pm on Fridays for weekend rentals.

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

**Aftercare:** Use of Dining Hall for aftercare Monday to Thursday: 2pm - 5pm with use of refrigerator to store lunches approved for daily use only (refrigerator must be emptied daily). Clean and move all school property by noon on Friday for weekend rentals. Aftercare may be moved to alternate location with notice of at least one week by GSNorCal programs.

**Student drop off/pick up:** Heartwood can use the parking lots near the dining hall for student drop off/pick up. Parents must adhere to camp speed limit of 10mph.

**Internet and Phone Services:** Heartwood will be responsible for paying monthly internet services per month from September through May. GSNorCal will bill Heartwood directly in One Lump Sum for the school year use after October 15th per Heartwood request. Pricing per month to be determined based on needs.

**Dining Hall Use:** Heartwood may use the dining hall once per month for family and school community events at no additional cost - limited to weekdays and Sundays after 4pm. Requests for these dates must be made to the Site Manager one month in advance. If commercial kitchen or dishwasher are needed, additional fees will be billed. Above and beyond this use, Heartwood will pay the regular non-profit rental fees to rent the dining hall.

**Pool Use:** By request only. An hourly rate will be charged. Heartwood must provide a currently certified lifeguard.

**Special Events/Use/Weekends:** Heartwood must be pre-approved for any gatherings outside of normal school hours. Use of the full site for one Open House event has been approved for **January 19-20, 2023**: additional \$4,500 added to January total and must be done by 4pm January 20<sup>th</sup>.

**Liability Release Waivers:** *Release, Waiver of Liability and Indemnity Agreement* provided by GSNorCal. Parental signatures for each student required. Heartwood distributes and collects liability waivers. **Completed Waivers** along with a student roster are to be given to Site Manager **by September 9**. If any student starts school at Camp Bothin after September 9, then a completed waiver and updated roster shall be submitted, before the student arrives at camp.

## **TERMS**

### **Heartwood responsibilities:**

- Provide proof of liability insurance of up to \$1 million.
- Be familiar with and in compliance with site safety guidelines and emergency procedures.
- Submit a *Release, Waiver of Liability and Indemnity Agreement* signed by each student's parent or guardian and staff member, and a student roster.
- **Comply with all applicable COVID-19 protocols:**
  - 1) Heartwood staff must take all necessary steps to comply with applicable health and safety laws, regulations and orders.

- 2) Heartwood staff will be responsible for daily cleaning and disinfecting per Health Department guidelines.
  - 3) If any Heartwood staff, child or parent becomes ill with COVID-19, the school will notify GSNorCal immediately and cancel any further use of the property until Heartwood has cleaned the site according to CDC, State and local protocols.
- Maintain and clean all spaces used, including bathrooms, on a daily basis. Classroom garbage taken to designated area as needed. Full cleaning carried out on Fridays before Girl Scout groups arrive. Heartwood will provide their own cleaning supplies.
  - Pay monthly utilities and propane as applicable.
  - Respect and comply with shared use agreement with other rental groups.
  - Secure approval for any use outside of the regular program dates and times listed above.
  - Flexible access to Art Barn bathroom on weekends for occasional GSNorCal program use.
  - Move in and out of site by specified deadline dates as stated in MOU.
  - Ensure that participants, families, and staff know the expectations and responsibilities of being at Camp Bothin.

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

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

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

**Signage:** Heartwood may put up a school sign. Details of sign size and placement areas must be pre-approved by GSNorCal.

**GSNorCal responsibilities:**

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

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

Signed \_\_\_\_\_  
Heartwood Educational Collaborative (Title) (Date)

Signed \_\_\_\_\_  
Heartwood Educational Collaborative (Title) (Date)

Signed \_\_\_\_\_  
Girl Scouts of Northern California (Title) (Date)





## **AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between Heartwood Charter School (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective August 2, 2023:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased

rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Heartwood Charter School

Fagen Friedman & Fulfrost LLP

Namita S. Brown

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Name*

Managing Partner

\_\_\_\_\_  
*Type or Print Title*

\_\_\_\_\_  
*Title*



\_\_\_\_\_  
*District Authorized Signature*

\_\_\_\_\_  
*Signature*

DATE: \_\_\_\_\_

DATE: May 17, 2023





**PROFESSIONAL RATE SCHEDULE**

Heartwood Charter School  
*August 2, 2023*

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$235 - \$265 per hour
Partner	\$280 - \$315 per hour
Senior Partner*	\$340 per hour
Senior Counsel/Of-Counsel	\$295 - \$315 per hour
Paralegal	\$155 - \$235 per hour
Law Clerk	\$235 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$245 per hour
Communications Services Consultant	\$265 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

*\*Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.