

Heartwood Charter School

Agenda for the 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: [\(US\) +1 646-931-3860](tel:+16469313860) Passcode: 593601

Or by video conference

Join Zoom Meeting:

<https://us06web.zoom.us/j/86518447809?pwd=IhFfdH2PSisMKnRE4Id6HKJpbboa5S.1&jst=2>

Tuesday, October 20, 2026

9:30 AM Public Session

Call to Order

- I. Roll Call
- II. Regular Meeting
 - A. Agenda Adjustments and Approval
- III. Approval of minutes from past meetings
- IV. Correspondence
- V. Public Comment
- VI. Reports and Information
 - A. Director's Report
 1. Staffing
 2. Academics
 - B. Finance
 1. Budget Report
- VII. Action Items
 - A. The Board will consider the personnel actions and approve, defer or agree to study further.
 - B. The Board will consider opening currently closed Bothin Program classes and approve, defer, or agree to study further.
 - C. The Board will consider the finalized Agreement for Continued Operation of Heartwood Charter School within District Boundaries with Ross Valley School District and approve agreement with previously anticipated changes.
 - D. The Board will consider the Memorandum of Understanding (MOU) with the Girls Scouts of Northern California for the Bothin Resource Center site rental, and approve, defer or agree to study further.
- VIII. Consent Items
- IX. 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. School Initiatives for Academic Improvement
 - B. School Initiatives for School Climate
 - C. Climate Survey
 - D. CAASPP Results
- X. Closed Session
 - A. Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)
 - B. Special Education Due Process - Confidential Student Matter

- XI. Open Session
- XII. Action Taken in Closed Session
- XIII. Dates and Future Agenda Items conditions
- XIV. Adjourn

Heartwood Charter School

Board Budget Report

October 20, 2026

Budget Forecast for 2026-27 School Year

For 2026-27 enrollment figures arrived slightly above targets, at 642 and 187 for the Homeschool and Bothin Programs, respectively.

Revenue forecasts are expected to be in line with that proposed in the Annual Budget. Revenue sources will be reviewed for the next forecast.

In the 5th week of operation, expense trends are not yet be identified. Significant special education expenses may be emerging in the form of increased required services and private placements.

Bothin site rental MOU is now known, and is proportional to the increase in space.

10/20/2026

[illegible]



Heartwood Charter School Governing Board

Bothin Program Class Enrollment Limits 2026-27

9/29/2026 [Approved Update](#)

2026-27 School Year

Class	Enrollment Status	Current Enrollment
TK 1 (youngest)	Open to capacity of 10 (minimum 10)	--
TK 2	Open to capacity limit of 16	16
K	Open to capacity limit of 20	20
1	Open to capacity limit of 24	21
2	Open to capacity limit of 22	20
3	Frozen enrollment and currently closed	19
4	Frozen enrollment and currently closed	20
5	Open to capacity limit of 20	19
6	Open to capacity limit of 18	17
7	Open to capacity limit of 18	16
8	Frozen enrollment and currently closed	19

Open classes may have room for additional students up to the stated capacity limit. Individual classes may have different size limits. Once the limit is reached, the classes are closed. Student withdrawals may be filled up to the limit.

Closed classes are currently closed to new students, but withdrawals may be filled up to the stated limit.

Frozen enrollment classes are currently closed to new students and only currently enrolled students will be admitted. There is not a stated class size limit, and withdrawals will not be filled. Additional students may be admitted if recommended by Administration and approved by the Governing Board.

Limited classes are closed with a limited number of new students allowed. After the new student limit is reached, the class will be again closed and frozen. There is not a stated class size limit, and withdrawals will not be filled.

**AGREEMENT FOR CONTINUED OPERATION OF HEARTWOOD CHARTER
SCHOOL WITHIN ROSS VALLEY SCHOOL DISTRICT BOUNDARIES**

(Heartwood Charter School / Ross Valley School District)

This **AGREEMENT FOR CONTINUED OPERATION OF CHARTER SCHOOL WITHIN DISTRICT BOUNDARIES** ("Agreement") is made and entered into by and between Heartwood Charter School ("Nonprofit"), a nonprofit public benefit corporation operating Heartwood Charter School ("Heartwood"; together, the "Charter School"), and the Ross Valley School District ("District"). The Nonprofit, operating Heartwood, and the District shall be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

- a. The District is a public school district located in Marin County, California.
- b. The Charter School is authorized by the Liberty Elementary School District, located in Sonoma County, and its current charter term expires on June 30, 2027.
- c. The Charter School is a nonclassroom-based charter school that operates a resource center located within the District's geographical boundaries at 3125 Sir Francis Drake Blvd., Fairfax, California 94930 ("Resource Center").
- d. The Charter School represents that, at the time of its establishment in 2019, the Resource Center met the legal requirements of Education Code sections 47605 and 47605.1 with respect to the geographical site restrictions then-applicable to charter schools. However, the District has not been able to confirm whether the Charter School, at the time the Resource Center was established, was providing its primary educational services in, and the majority of its students being served were residents of, the county in which the Charter School was authorized, which was an express condition and prerequisite imposed by former Education Code section 47605.1(c) for the operation of a resource center in an adjacent county.
- e. Effective January 1, 2020, Assembly Bill 1507 amended Education Code section 47605.1 to remove the authority of a charter school to locate outside of the jurisdiction or geographical boundaries of the school district where the charter school is physically located, except under very limited circumstances.
- f. Education Code section 47605(c)(5)(A) now provides that a "charter school that was operating a resource center, meeting space, or other satellite facility outside the jurisdiction of the school district where the charter school is physically located before January 1, 2020, may continue to operate the resource center, meeting space, or other satellite facility until the charter school submits a request for the renewal of its charter petition. To continue operating the resource center, meeting space, or other satellite facility, the charter school, before submitting the request to the charter school's chartering authority for the renewal of the charter petition, shall first obtain approval in

writing from the school district where the resource center, meeting space, or other satellite facility is operating.”

- g. The Executive Director and Board President of the Charter School sent written correspondence, dated July 10, 2026, to the Superintendent and Board President of the District to request approval in writing for the Charter School to continue to operate the Resource Center within the District’s boundaries if its charter is renewed for an additional term beginning on July 1, 2027, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.
- h. Subject to final approval by the District’s Governing Board, the District permits the Charter School to continue operating within the District’s geographical boundaries so long as certain conditions are maintained and/or met, as further detailed in this Agreement.
- i. The Nonprofit shall be responsible for, and have all rights and benefits attributable to, Heartwood, as further described in this Agreement. Whenever this Agreement obligates Heartwood or the Charter School to a course of action or prohibits or limits Heartwood or the Charter School from a course of action, the Nonprofit shall also be required to fulfill such obligation and be subject to such prohibition or limitation.

AGREEMENT

- 1. **Term.** The term of this Agreement shall begin on the Effective Date, as defined in Section 11.e. below, and shall end on the date in which the Charter School’s Renewal Charter Term expires (“Term”). For purposes of this Agreement, the term “Renewal Charter Term” refers to the Charter School’s charter term beginning on July 1, 2027 and ending on the expiration date of that term, as authorized by the Charter School’s chartering authority. If the Charter School’s charter is not renewed for the Renewal Charter Term, this Agreement shall automatically terminate and the Charter School shall have no right whatsoever to continue operating any facility within the District’s geographical boundaries after June 30, 2027.
- 2. **Early Termination.** This Agreement shall terminate if the Charter School’s charter is revoked or if the Charter School closes for any reason during the Term, except for those provisions surviving termination. In the event of charter revocation, this Agreement shall remain in effect pending exhaustion of any appeal proceedings, but no later than the expiration date of Renewal Charter Term.
- 3. **Amendment/Modification.** This Agreement may only be amended in writing during the Term by mutual agreement. Any modification to this Agreement shall be in writing, executed by the duly authorized representatives of the Parties, approved or ratified by the Parties’ respective governing boards, and specifically indicate the intent of the Parties to modify this Agreement. No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement.
- 4. **Designated Representatives.**

- a. Charter School. The Charter School's designated representative shall be the Executive Director or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.
- b. District. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Governing Board is legally required.

5. **Conditions to Operate within District Boundaries.**

- a. Enrollment Growth Cap. During the Term of this Agreement, the Charter School shall not exceed a total schoolwide enrollment (i.e., all grade levels served) of 215 students assigned to, or receiving support/instructional services at, the Resource Center ("Maximum Resource Center Capacity"). The Charter School's total student enrollment for a given school year shall be determined based on enrollment data from Charter School's School Pathways SIS (or the SIS in use at that time by Charter School) on Census Day for each school year. The Charter School shall promptly report enrollment for the Resource Center by submitting enrollment data to the District within five (5) business days of Census Day. The enrollment data shall be in the form of an electronic export directly from School Pathways SIS of all students assigned to and attending the Resource Center without alteration. The export shall include, at a minimum, all currently enrolled Resource Center students, a student identifier, grade level, program, and the assigned Resource Center. The Charter School agrees to promptly provide the District, upon request, with additional documentary evidence should the District deem the School Pathways SIS enrollment data insufficient to verify total student enrollment at the Resource Center.
- b. Grade Levels Served. During the Term of this Agreement, the Charter School shall not add any new grade levels beyond transitional kindergarten through eighth grade (TK-8) to attend, receive instructional services, or be served in any other capacity at the Resource Center.
- c. Facility Expansion/Change. As of the Effective Date of this Agreement, the Charter School represents that its Resource Center is adequate to accommodate up to the Maximum Resource Center Capacity.
 - i. The Charter School shall not add a facility or change the location of its Resource Center within the District's boundaries during the Term of this Agreement, except under the following circumstances:
 - (1) Damage or destruction to the Resource Center due to natural phenomena, acts of God, or other causes that are unrelated to the acts or omissions of the Charter School (e.g., explosions, fires, earthquakes, flooding, lightning, storms, landslides, hurricanes, etc.).

- (2) The owner/landlord of the Resource Center decides not to renew or enter into a new lease with the Charter School, and the expiration of the term of the lease falls during the Term of this Agreement.
 - (3) The owner/landlord of the Resource Center decides to sell the Resource Center during the Term of this Agreement and the Charter School must move out of the property prior to expiration of this Agreement.
 - (4) Any other circumstance the Parties mutually agree in writing serves as legitimate or reasonable grounds for the Charter School to relocate its educational program to a different facility.
- ii. If one or more of the circumstances enumerated in Section 5.c.i.(1)-(4) occur(s), the Charter School shall do all of the following before entering into a rental, lease, or purchase agreement for a different or alternative facility and prior to occupation or use of the facility within the boundaries of the District:
 - (1) Notify the District in writing of the need to change its Resource Center location, the circumstances(s) prompting the change, and the anticipated date or time frame in which the Charter School must vacate the Resource Center.
 - (2) Identify all potential or proposed alternative facilities location(s) under consideration by the Charter School to relocate its Resource Center, which shall include the physical location, square footage of the site, and details of the space that make it conducive to operating a resource center for students enrolled in the Charter School. Any potential or proposed facility shall not be located within a two (2) mile radius of any public school operated by the District, unless suitable alternative facilities are not reasonably available elsewhere within the District (taking into account the Charter School's needs, costs, and budgetary considerations), in which case the Charter School will provide information to the District regarding the same and seek written permission from the District prior to occupation, permission which shall not be unreasonably withheld by the District. If the District intends to withhold permission for an alternative facility location, the District shall provide a written explanation of its reasons within thirty (30) days of the Charter School's request.
 - (3) Submit a written request for a material revision to its charter to the Charter School's chartering authority concerning the change in location of the Resource Center and all details concerning the proposed alternative facility; provided, however, if the chartering authority does not consider a change in location as a material

revision, obtain confirmation in writing from the chartering authority and submit it to the District. If a material revision is required and is denied by the chartering authority, the Charter School shall not be authorized to operate its educational program at the proposed alternative facility.

- d. Charter Operations. The Charter School shall only operate a charter school program within the District's boundaries in a manner that is wholly consistent with its authorized charter.
 - e. Unconditional Waiver of Proposition 39 Rights. The Charter School acknowledges and agrees that it has no entitlement whatsoever to use of District-owned facilities pursuant to Education Code section 47614 or its implementing regulations under Title 5 of the California Code of Regulations, sections 11969 et seq., also known as "Proposition 39." The Charter School further agrees that it shall not submit a written request for use of District facilities and hereby expressly, voluntarily, and unconditionally waives all of its rights and entitlement to use of District facilities under Proposition 39 during the Term of this Agreement.
 - f. Approval in Writing. Upon full execution of this Agreement, the District shall provide approval in writing to Charter School pursuant to Education Code section 47605(c)(5)(A) in substantially the form attached hereto as **Exhibit B**.
 - g. Annual Attestation of Compliance. By November 1st of each year of the Term, the Charter School shall ensure that its authorizing district (Liberty Elementary School District) provides the District with a written attestation that the Charter School is in compliance with its charter and the Maximum Resource Center Capacity and all other conditions set by this Agreement.
6. **Failure to Satisfy Conditions During Term of Agreement.** The Charter School understands and agrees that compliance with this Agreement, including all terms and conditions included herein, is a requirement for the Charter School's continued operation within the District's boundaries during the Term of this Agreement. If any of the conditions set forth in Section 5 above are not fulfilled, not maintained, or violated, the District shall provide the Charter School with written notice identifying the condition(s) that the Charter School has violated. The Charter School shall have thirty (30) calendar days to correct or resolve the violation(s) and submit written evidence demonstrating such compliance to the District. If the violation(s) is/are not fully resolved or corrected to the District's satisfaction within the 30-day cure period, the Charter School shall no longer be authorized to operate within the District's boundaries. To avoid displacement of students, the Charter School shall be permitted to remain at the Resource Center or the then-current facility through the remainder of the then-current school year so long as additional violations of the above-referenced conditions do not occur. For illustration purposes only, if the Charter School violates a condition that is not timely resolved as set forth herein, it shall cease providing educational or any other Charter School-related services to students within the District's boundaries as of June 30th of the same school

year. Additionally, if the Charter School engages in one or more violations during this time period and fails to correct or resolve such violation(s) within thirty (30) days of written notice by the District, this Agreement shall terminate immediately upon the end of the 30-day cure period and the Charter School shall no longer be authorized to operate any facility within the District's boundaries. The District shall have all rights available in law and in equity to enforce the terms and conditions set forth in this Agreement.

7. **No District Payment of In Lieu of Property Taxes or Other Funding Obligations.** Except to the extent expressly required by applicable law, the District shall have no obligation, solely by reason of the Charter School's operation of the Resource Center within the District's boundaries, to transfer, pay, apportion, or otherwise provide to the Charter School any funding in lieu of property taxes, local property-tax revenues, or other operational or educational-related funding. The Parties acknowledge that, pursuant to Education Code section 47635, the obligation to transfer funding in lieu of property taxes rests with the applicable sponsoring local educational agency, and nothing in this Agreement shall be construed to make the District the Charter School's sponsoring local educational agency or otherwise impose upon the District any funding obligation applicable to the Charter School's sponsoring local educational agency.
8. **No Endorsement of Charter School or Effect on Renewal Petition.** The District's approval and execution of this Agreement shall not constitute, and shall not be construed as, an endorsement, approval, or support of the Charter School, its educational program, operations, or practices. Further, nothing in this Agreement shall be construed as expressing or implying that the District supports, encourages, or otherwise favors the renewal of the Charter School's charter by its chartering authority.
9. **Supervision/Compliance with Laws, Regulations, and Charter.** The Charter School shall be solely responsible for the safety and supervision of its students, employees, contractors, invitees, and visitors while at the Resource Center and for compliance with all applicable federal, state, and local laws, ordinances, regulations, orders, and requirements relating to the Charter School's occupation, possession, use, maintenance, management, supervision, and/or operation of the Resource Center.
10. **Indemnification by Charter School.** To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless District, its trustees, officers, employees, representatives, agents, and volunteers (collectively, "District Indemnitees") from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, judgments, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs of defense, arising out of, relating to, or resulting from (a) any breach or default in the performance of any obligation of the Charter School under this Agreement, (b) any act, omission, negligence, or willful misconduct of the Charter School or any of its directors, officers, employees, agents, representatives, contractors, subcontractors, invitees, students, parents, guardians, or visitors, or (c) the occupation, possession, use, maintenance, management, supervision, or operation of the Resource Center, or any activity, program, service, event, or other use conducted or permitted by the Charter School at or in connection with the Resource Center.

Without limiting the foregoing, the Charter School shall have sole responsibility and liability for, and the District shall have no liability or responsibility whatsoever arising solely by reason of, the occupation, possession, use, maintenance, management, supervision, or operation of the Resource Center by the Charter School or by any person acting on behalf of or under the direction or control of the Charter School. The Charter School acknowledges that the District's consent to the continued operation of the Resource Center pursuant to this Agreement does not constitute, and shall not be construed as, the District's operation, management, supervision, control, sponsorship, or endorsement of the Resource Center or any educational program, activity, service, or other use conducted thereon.

To the fullest extent permitted by law, the District shall not be liable for any injury, death, loss, damage, claim, or expense arising out of or relating to the condition, occupation, possession, use, maintenance, management, supervision, or operation of the Resource Center or any activity conducted thereon by the Charter School, except to the extent such liability is finally determined to have resulted from the sole negligence or willful misconduct of a District Indemnitee. Nothing in this Agreement shall be construed to impose upon the District any duty to supervise the Charter School, its students, employees, contractors, invitees, or visitors, or any activities conducted by the Charter School at the Resource Center.

If any claim, action, or proceeding is brought or threatened against any District Indemnitee arising out of or relating to any matter covered by this Section 10, the Charter School shall, upon written notice from the District, promptly assume the defense thereof with counsel reasonably acceptable to the District and shall pay all costs and expenses of such defense. The Charter School shall not settle any claim in a manner that imposes any liability, obligation, restriction, admission of fault, or other adverse consequence upon any District Indemnitee without the District's prior written consent.

The obligations of the Charter School under this Section 10 shall apply regardless of whether the claim is asserted against the Charter School, the District, or any other person or entity, and shall survive the expiration or earlier termination of this Agreement with respect to any act, omission, condition, occurrence, or claim arising during the Term of this Agreement.

11. **Additional Provisions.**

- a. **Non-Assignment.** Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.
- b. **Notices.** Any notice, documentation, and/or information required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt

required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as set forth below. A Party may change the below contact information upon written notice to the other Party:

If to the District: Ross Valley School District
Attn: Tyler Graff, Superintendent
100 Shaw Drive
San Anselmo, CA 94960
Email: tgraff@rossvalleyschools.org

If to the Charter School: Heartwood Charter School
Attn: Stephanie Felton-Priestner, Executive Director
170 Liberty School Road
Petaluma, CA 94978
Email: stephanie@heartwoodcharterschool.org

- c. Severability. If any provision or any part of this Agreement is, for any reason, held to be invalid or unenforceable or contrary to public policy, law, and/or ordinance, either Party may choose to terminate this Agreement early. Otherwise, the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- d. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement.
- e. Effective Date. The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the authorized representatives of Parties and approved by their respective governing boards, whichever date is latest.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

HEARTWOOD CHARTER SCHOOL

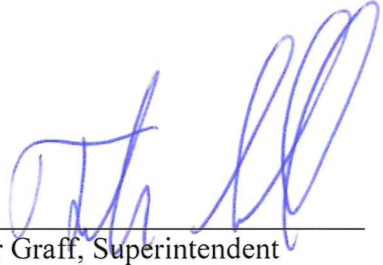
Dated 10/9/2026

Signed by:
By: Stephanie Felton-Priestner
Stephanie Felton-Priestner,
Executive Director

Date of Board of Directors approval/ratification: September 29, 2026

ROSS VALLEY SCHOOL DISTRICT

Dated 10-12-2026

By: 
Tyler Graff, Superintendent

Date of Governing Board approval/ratification: September 23, 2026

EXHIBIT A

**July 10, 2026 Written Request to Continue Operating
Resource Center within District Boundaries**



ROSS VALLEY

SCHOOL DISTRICT

100 Shaw Drive, San Anselmo, CA 94960 | Phone: 415.454.2162 | Fax: 415.454.6840 | www.rossvalleyschools.org

Superintendent: Tyler Graff | Board of Trustees: Daniel Cassidy • Shelley Hamilton • Chris Landles-Cobb • Rachel Litwack • Anna Marsh

EXHIBIT B

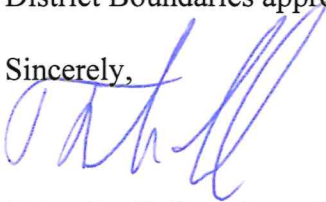
Approval in Writing to Continue Operating Resource Center within District Boundaries

Heartwood Charter School
Attn: Stephanie Felton-Priestner, Executive Director
170 Liberty School Road
Petaluma, CA 94978
Email: stephanie@heartwoodcharterschool.org

Dear Ms. Felton-Priestner:

This letter serves as the Ross Valley School District's approval in writing as required by Education Code section 47605(c)(5)(A) for Heartwood Charter School to continue operating its charter school resource center located at 3125 Sir Francis Drake Blvd., Fairfax, California 94930 for one charter term beginning July 1, 2027, subject to the terms and conditions set forth in the Agreement for Continued Operation of Heartwood Charter School within Ross Valley School District Boundaries approved by the District at its meeting of September 23, 2026.

Sincerely,



Tyler Graff, Superintendent
Ross Valley School District
100 Shaw Drive
San Anselmo, CA 94960
tgraff@rossvalleyschools.org



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 2026-2027 academic year.

Rental Period: August 15, 2026 – May 23, 2027, not including Nov 23-27, 2025 (Thanksgiving Break), Dec 21 – Jan 1 (Winter Break) and Feb 15-19 (February Break). Heartwood to move out of all program areas by **May 23, 2027**.

Review and discuss an agreement renewal for following school year in May 2027, 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 – 6pm*. 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.

*Site Manager and/or GS Staff are only available until 4PM weekdays.

Facilities and Rental Areas:

Exclusive Use Spaces: Heartwood will be the only renter in these spaces from August 15, 2026 – May 23, 2027. Heartwood will not be required to move items out until May 23, 2027.

1. Art Barn
2. Milking Room
3. Bay Tree Yurt #2
4. Bush Yurt
5. Heartwood Yurt in field
6. Small room behind Little House
7. Parking Lot Office
8. Lyman First Floor: Small office

Shared Use Spaces: All areas of shared spaces must be cleaned and all school property moved out before 3 pm on Fridays for weekend rentals.

1. Bay Tree Yurt #1
2. Stone House First Floor: Community Rooms, Kitchen & Bathrooms
3. Manor First Floor: Community Rooms, Kitchen & Bathrooms
4. Lyman First Floor: Community Room & Bathroom
5. Lyman Second Floor: Kitchen
6. Little House
7. Marina Park Pavillion & Bathrooms
8. Bush Unit stage, seating and bathrooms
9. Dining Hall (aftercare only Mon-Thurs)

The Dining Hall main room (excluding kitchen) may be used Monday through Thursday. The refrigerator in the dining hall is property of Heartwood but will be kept in the dining hall during the school year to store lunches and for aftercare. Commercial kitchen is strictly off limits without prior permission. Additional fees: \$500/month if dishwasher is used; \$500/month if commercial kitchen is used for food preparation. **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.

Heartwood Rental Payment Schedule 2026-2027

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

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

Rental fee is charged for 2 weeks in August, 3 weeks in November, December, February, April & May. Full fee charged all other months. See the chart below.

Monthly Period	Total Due	Payment Due
8/15 -8/31	\$16,000	10/1/26
9/1 -9/30	\$32,000	10/1/26
10/1 – 10/31	\$32,000	11/1/26
11/1 - 11/30	\$26,500	12/1/26
12/1 - 12/31	\$26,500	1/1/27
1/1 - 1/31	\$32,000	2/1/27
2/1 – 2/28	\$26,500	3/1/27
3/1 - 3/31	\$32,000	4/1/27
4/1 - 4/30	\$26,500	5/1/27
5/1 – 5/21	\$26,500	6/1/27
TOTAL	\$276,500	6/1/27

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.

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. No parking rules on the turnouts on the driveway must be enforced for traffic and emergency vehicles.

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.

Liability Release Waivers: *Release, Waiver of Liability and Indemnity Agreement* provided by GSNorCal. Parental signatures for each student are required. Heartwood distributes and collects liability waivers. **Completed Waivers** along with a student roster are to be given to Site Manager **by October 1**. If any student starts school at Camp Bothin after October 1, 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 and compliant 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 communicable disease protocols.
- Maintain and clean all the spaces used, including bathrooms, daily. Classroom garbage taken to designated area as needed. Full cleaning is 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 the 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 are clear on the expectations and responsibilities of being on site 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: The Art Barn door must be removable & original replaced by summer.

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

Student Supervision: Students must be always supervised by an adult while on 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.
- Reduce noise and displacement impacts to school operations or any maintenance or renovation projects to the extent possible.

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)