

MINUTES OF THE  
SEPTEMBER 1, 2020 MEETING  
OF THE BOARD OF DIRECTORS OF  
FUTURE IS NOW SCHOOLS – LOS ANGELES  
VIDEO CONFERENCE: ZOOM MEETING ID 390 324 0931

A meeting of the Board of Directors (the “Board”) of the Future Is Now Schools - Los Angeles (the “School”) was held on Tuesday, September 1, 2020 remotely via video conferencing. Directors Jeff Harris, Chairman; Susan Estrich, Secretary; Richard Leib, Treasurer; and Steve Barr, CEO, were in attendance. Tom Nichols, CSMC and Diane Peete, Director of Operations for Future Is Now Schools - Los Angeles, were also in attendance.

The meeting was called to order at 3:02 pm (Pacific Daylight Time).

**Chairman’s Welcome**

Board President, Jeff Harris, opened the board meeting by welcoming board members, staff and guests.

**Minutes**

The board unanimously approved the minutes of the July 31, 2020 meeting.

Barr	Estrich	Harris	Leib
Yes	Yes	Yes	Yes

**Chief Executive Officer’s Report**

Steve Barr provided the board with an update on the Lake Fire and student recruitment. The camp was spared any damage to the conservation efforts of Canyon Creek Property. Recruitment efforts have proved challenging in the COVID-era. Staff has followed up with contacts at DCFS, Probation and community-based organizations, as well as made new connections with organizations and the faith-based community.

Future Is Now Schools Los Angeles has been approved for a \$300,000 grant from New Schools Venture Fund, which is pending final approval by their board of directors in October.

Future Is Now Preparatory has been approved for a \$200,000 loan by Charter Asset Management.

**Board Votes**

The board unanimously approved the proposed 2020-2021 budget.

Barr	Estrich	Harris	Leib
Yes	Yes	Yes	Yes

The board unanimously approved to execute the real estate lease with Canyon Creek Properties for usage of 41600 Lake Hughes Road, Lake Hughes, CA 93532.

Barr	Estrich	Harris	Leib
Yes	Yes	Yes	Yes

The board unanimously approved to purchase technology devices for staff and students from CDW-G or Apple Computers.

Barr	Estrich	Harris	Leib
Yes	Yes	Yes	Yes

The board unanimously approved the moving forward with applying for the CFSA Revolving Loan from the State upon issuance of the CDS code.

Barr	Estrich	Harris	Leib
Yes	Yes	Yes	Yes

The board unanimously approved the FINSLA to set up accounts with LACOE for the issuance of funds.

Barr	Estrich	Harris	Leib
Yes	Yes	Yes	Yes

The board unanimously approved FINSLA to set up retirement plans for employees including CAL STRS for teachers and a 403B plan for noncertificated staff.

Barr	Estrich	Harris	Leib
Yes	Yes	Yes	Yes

There being no further business to be transacted, and upon duly made, seconded and approved, the meeting was adjourned at 4:00 pm.

Respectfully Submitted,

Jeff Harris, Chairman

**CONTRACT  
FOR  
HUMAN RESOURCES, BUSINESS AND FINANCIAL (PEOPLESOFT), PAYROLL  
AND/OR RETIREMENT REPORTING  
SERVICES FOR CHARTER SCHOOLS**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE”, and **Future is Now Prep**, located at **41600 Lake Hughes Rd., Lake Hughes, CA 93532** collectively referred to as “Charter School”, mutually agree as follows:

1. BASIS OF CONTRACT

LACOE has the capability to provide the Charter School with one of the following types of service:

- 1.1. Type I - Pass Through (Apportionment Processing)  
Charter School apportionment received by LACOE and disbursed to Charter School.
- 1.2. Type I-PS - Pass Through and PeopleSoft (PSFS)/BEST Financial (FIN)  
Charter School apportionment received by LACOE and disbursed to Charter School and uses PSFS/FIN.
- 1.3. Type II - Retirement Reporting and Processing (RR&P) Only to State Teachers’ Retirement System (STRS) and/or Public Employees’ Retirement System (PERS)  
LACOE provides distribution of apportionment received; and reporting and processing of retirement (STRS and/or PERS) information services to comply with California Education Code Section 47611.3 for Charter Schools.
- 1.4. Type III - PeopleSoft (PSFS)/BEST Financial (FIN) and Retirement Reporting and Processing (RR&P) to STRS and/or PERS  
LACOE provides distribution of apportionment along with accounts payable processing and accounting services through the use of B-Warrant system for commercial (non-salary) disbursements known as PSFS/FIN; and retirement reporting and processing to STRS and/or PERS information services to comply with California Education Code Section 47611.3 for Charter Schools.
- 1.5. Type IV - Full Service Human Resource System (HRS), PeopleSoft (PSFS)/BEST Financial (FIN) and RR&P Services  
LACOE provides an employee database and payroll processing through use of Human Resource System (HRS) and distribution of apportionment along with accounts payable processing and accounting services through the use of B-Warrant system for commercial (non-salary) disbursements known as PSFS/FIN and retirement reporting and processing to STRS and/or PERS information services to comply with California Education Code

Section 47611.3 for Charter Schools.

Charter School agrees to select and pay fees for ONLY one of LACOE services identified above. See Exhibit 1 attached hereto, made a part hereof, and incorporated by this reference.

## 2. TERM

This Contract is effective July 1, 2020 and shall remain in effect through June 30, 2021. LACOE may elect to extend the term of this contract for up to four (4) additional one (1) year terms by giving the Charter School an amendment to this agreement. Updates will be provided annually for Exhibit 1.

## 3. COSTS AND PAYMENTS

Charter School shall pay LACOE costs as specified in Exhibit 1, attached hereto and made a part hereof:

- 3.1. Type I Schedule – Pass Through (Apportionment processing)
- 3.2. Type I-PS Schedule – Pass Through and PSFS/FIN
- 3.3. Type II Schedule - RR&P services only
- 3.4. Type III Schedule – PSFS/FIN and RR&P services
- 3.5. Type IV Schedule - Full HRS, PSFS/FIN and RR&P services

Total amount payable to LACOE by Charter School for services shall be in accordance with schedule selected and transferred from Charter School to LACOE by journal voucher, unless other arrangements have been made at signing of contract. See Exhibit 1.

Notices of journal voucher transfers shall be provided by LACOE in a timely manner.

## 4. INDEMNIFICATION

Charter School agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. Provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless Charter School from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of Charter School. Provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

Charter School and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Contracts Section  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 Imperial Highway, ECW Room 133  
Downey, CA 90242-2890

Charter School:

Mailing Address is Charter School Office

7. LACOE AND CHARTER SCHOOL RESPONSIBILITIES

7.1. In receiving LACOE services, Charter School and LACOE mutually agree that LACOE is not an agent or acting as an agent of Charter School. Charter School is not an agent or acting as an agent of LACOE.

7.2. Charter School agrees not to distribute, disclose, market, rent, lease, or transfer to any third party any LACOE systems documentation or proprietary information, including screens, software coding, training material and formatting.

- 7.3. All warrants on behalf of Charter School shall be drawn only when sufficient money designated specifically for Charter School is on deposit in County Treasury. Contract does not provide for temporary borrowing or transferring of funds from County Treasury by Charter School.
- 7.4. If state apportionment and other special apportionments are directly deposited to the Los Angeles County Treasury for Charter School, LACOE shall post these funds to account of Charter School when written documentation indicating Charter School as recipient of these funds is received by LACOE.
- 7.5. Transfer of funds between Charter School and sponsoring school district or local educational agency must be made through a journal voucher and processed by LACOE. No commercial payments shall be approved for purpose of transferring public funds between school district and Charter School.
- 7.6. LACOE and Charter School shall determine a mutually agreeable method for timely distribution of reports and warrants. Any and all costs or fees associated with the distribution of reports and warrants shall be borne by Charter School.

8. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any state or federal laws requiring disclosure (e.g. California Public Records Act), parties agree, during term of this contract and for five (5) years after termination or expiration of contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than implementation of and as specified in this contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of provisions of this contract.

9-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

Charter School warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by Charter School for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE BACKGROUND CHECKS

At the time of Contract award, and during the entire term of this Contract, the Contractor, including all subcontractors, shall fully comply with the provisions of Education Code Section 45125.1

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, Charter School is an Independent Contractor and not an officer, employee or agent of LACOE. Charter School shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. Charter School warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

Charter School shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, Charter School shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom Charter School intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY / WAIVER

18.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by LACOE upon 30 days' written notification, or upon mutual agreement of both parties.

21. FAILURE TO COMPLY

In the event Charter School fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

Charter School shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Charter School warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

Charter School agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by Charter School and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related

programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to Charter School under this agreement, and the Charter School shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that Charter School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, Charter School certifies to the best of its knowledge and belief that it and its principals:

- 34.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 34.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,

34.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

Future is Now Prep

By \_\_\_\_\_  
Nkeiruka Benson, Director  
School Financial Services

By \_\_\_\_\_  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director, Board President or Principal

Date \_\_\_\_\_  
mc 7-24  
Report 8/10/20

Date \_\_\_\_\_

Indicate Federal Tax I.D. Number:

\_\_\_\_\_



Los Angeles County  
Office of Education  
12001 Wilshire Blvd., Suite 1000  
Los Angeles, CA 90025  
www.lacoe.edu

Exhibit 1

Division of School Financial Services

2020-21 Charter Schools Expense Reimbursement Model

<b>Type I</b> Apportionment Processing	\$2,000 annually
<b>Type I-PS</b> PeopleSoft System only	\$3,000 annually
<b>Type II</b> Retirement Reporting only	\$5,000 annual base charge + retirement reporting line fees as follows: 1-149 lines - \$6.50/line 150-299 lines - \$5.50/line 300+ lines - \$4.50/line
<b>Type III</b> Retirement Reporting and PeopleSoft	\$4,000 annual base charge + retirement reporting line fees as follows: 1-149 lines - \$3/line 150-299 lines - \$2/line 300+ lines - \$1/line
<b>Type IV</b> Full Service (HRS & PeopleSoft)	\$4,000 annual base charge + retirement reporting line fees as follows: 1-149 lines - \$1/line 150-299 lines - \$0.75/line 300+ lines - \$0.50/line

Type I and Type I-PS schools will be assessed an annual flat fee. Types II, III, and IV (retirement reporting charters) will be assessed an annual base charge plus a retirement reporting line fee, based on the number of lines reported to CalSTRS/CalPERS in a given quarter.

The 2020-21 Expense Reimbursement Model covers the actual costs of charter school processing in LACOE's Division of School Financial Services. Fees for new charters are effective with the first day of operation of the charter. LACOE reserves the right to assess additional fees to any charter as outlined in the Charter Schools Contract.

Type III and IV charters will be required to pay HRS per-warrant and PeopleSoft/BEST Advantage Financial contract charges, and may be subject to above-baseline charges as delineated in the Informational Bulletin for 2020-21 HRS & PeopleSoft Above-Baseline Charges, which can be found on LACOE's website: <https://www.lacoe.edu/bulletins>.

A detailed description of the types of services may be obtained from Informational Bulletin No. 5239: Charter School Services and Support.

Attachment to:  
Info. Bul. No. 5240  
SFS-A3-2020-2021