Voices College-Bound Language Academies

Board Meeting

Board Meeting

Date and Time

Thursday June 4, 2026 at 3:00 PM PDT

Location

- 6840 Via del Oro. Ste. 205, San Jose, CA 95119. **(Meeting Location)**
- 715 Hellyer Ave., San Jose, CA 95111
- 14271 Story Rd., San Jose, CA 95127
- 201 28th St., Richmond, CA 94804
- 321 E. Weber St., Stockton, CA 95202
- 16505 Monterey Rd, Morgan Hill, CA 95037
- 2803 S. Norton Ave. LA, CA 90018
- 252 Devonshire Blvd, San Carlos, 94070
- 40 Henderson, Palo Alto, CA 92025
- 5168 Summerhill Dr, Oceanside, CA 92057

Instructions For Presentations To The Board By Parents and Citizens

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD

At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the

extent practicable based on factors such as the length of the agenda and available time. Comments received within the window of the board meeting, whether read or not, will be shared with the board and noted in the minutes.
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2. Any public records relating to an agenda item for an open session of the Board that are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #160, San Jose, CA 95119.
3. REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Felipe Deguer at (510 974-3683)
4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
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Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to info@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to credentials@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés

para la Mesa Directiva, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión.

Agenda

		Purpose	Presenter
I.	**Opening Items**		
A.	Record Attendance and Guests		Felipe Deguer
B.	Call the Meeting to Order		Pedro Carreño
C.	Approve Order of Agenda	Vote	Pedro Carreño
D.	Public Comment		Felipe Deguer

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment
Non-agenda items: No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the board may give direction to staff following a presentation.

II.	**LCAP Public Hearing**		

Public Hearing regarding the 2026-27 Local Control Accountability Plan (LCAP) for all Voices Schools (Public comment is invited on the LCAP that will be presented at the June 24, 2026, Regular Board meeting. The Board will review the Local Indicators and approve the 2026-27 LCAP, including the 2026-27 Budget Overview for Parents (BOP) and the 2026-27 Budget.)

A.	Annual Update to the 2024-27 Local Control and Accountability Plans	Discuss	Matthew Daugherty
B.	Flagship LCAP Hearing	Discuss	Matthew Daugherty

The Board conducts a public hearing to allow the public to comment on the current LCAP plan and provide input on areas of focus as new funding becomes available.

The Board will subsequently approve these plans at the next Board meeting to be compliant with current law. The public hearing for each school will be held separately.

No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes for each hearing. Ordinarily, Board members will not respond to presentations and no action can be taken.

		Purpose	Presenter
C.	Morgan Hill LCAP Hearing	Discuss	Matthew Daugherty

The Board conducts a public hearing to allow the public to comment on the current LCAP plan and provide input on areas of focus as new funding becomes available.

The Board will subsequently approve these plans at the next Board meeting to be compliant with current law. The public hearing for each school will be held separately.

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D.	Mount Pleasant LCAP Hearing	Discuss	Matthew Daugherty

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E.	West Contra Costa LCAP Hearing	Discuss	Matthew Daugherty

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F.	Stockton LCAP Hearing	Discuss	Matthew Daugherty

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	Purpose	Presenter

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III. Consent Items

A. Approve Minutes — Approve Minutes — Pedro Carreño

Approve minutes for Special Board Meeting on March 26, 2026

B. Contract Ratifications — Vote — Pedro Carreño

Ratification of the following contracts:

- Leveled Talent Services

C. Contract Approval — Vote — Pedro Carreño

Approve contract for LevelData.

IV. Board Business

A. Resolution of The Sole Member of VCBLA NIDO LLC (Approval of 2026 Bank Financing) — Vote — Pedro Carreño

Resolution of The Sole Member of VCBLA NIDO LLC (Approval of 2026 Bank Financing)

B. Resolution of The Board of Directors (Approval of 2026 Bank Financing) — Vote — Pedro Carreño

Resolution of The Board of Directors (Approval of 2026 Bank Financing)

C. Board Members' Term Revision — Discuss — Pedro Carreño

Board Members' Term Revision for:

- Judy Nugyen
- Pedro Carreno

		Purpose	Presenter
V.	**CEO Organization Updates**		
A.	Organization Updates: Shifts in Organizational Structure	FYI	Aldo Ramirez
VI.	**Academic Work Group Updates**		
A.	Academic Work Group Updates	FYI	Aldo Ramirez

The Academic Work Group will provide updates on the network priority focused on CFAs and the next steps.

VII.	**Closed Session**		
A.	Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).)	Discuss	Pedro Carreño
VIII.	**Reconvene Open Session**		
A.	Report on action taken in closed session	FYI	Pedro Carreño
IX.	**Closing Items**		
A.	Adjourn Meeting	Vote	Pedro Carreño

Coversheet

Approve Minutes

Section: III. Consent Items
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on March 26, 2026

APPROVED

Voices College-Bound Language Academies

Minutes

Special Board Meeting

Special Board Meeting

Date and Time
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- 3921 Fabian Way, Palo Alto, CA 94303
- 225 W. Santa Clara Street, Suite 1500, San Jose, CA 95113
- 16990 Barnell Ave., Apt A, Morgan Hill, CA 95037
- 1381 South First St, San Jose, CA 95110

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Directors Present
A. Miller (remote), D. Koren (remote), J. Nguyen (remote), K. Wisckol (remote), M. Ruiz (remote), S. Rocha (remote)

Directors Absent
P. Carreño, S. Sandoval

Guests Present
E. Magaña, F. Deguer, J. Mata

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

K. Wisckol called a meeting of the board of directors of Voices College-Bound Language Academies to order on Thursday Mar 26, 2026 at 3:04 PM.

C. Approve the Order of the Agenda

D. Koren made a motion to approve the order of the agenda.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Rocha	Aye
S. Sandoval	Absent
K. Wisckol	Aye
J. Nguyen	Aye
A. Miller	Aye
M. Ruiz	Absent
P. Carreño	Absent
D. Koren	Aye

D.

Public Comments (On Items not on the agenda)

No public comments were received.

II. Consent Agenda

A. Approve Minutes

D. Koren made a motion to approve the minutes from Board Meeting on 03-05-26.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Sandoval	Absent
D. Koren	Aye
K. Wisckol	Aye
A. Miller	Aye
M. Ruiz	Absent
S. Rocha	Aye
P. Carreño	Absent
J. Nguyen	Aye

III. Board Business

A. Approve Service Agreement

Jaime Mata went over the details of the agreement and how it will benefit the network.
A. Miller made a motion to approve the service agreement.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Sandoval	Absent
P. Carreño	Absent
A. Miller	Aye
J. Nguyen	Aye
M. Ruiz	Aye
D. Koren	Aye
S. Rocha	Aye
K. Wisckol	Aye

B. Approve Performance Improvement Plan for Flagship

Ellyn Magana reviewed the plan details with the Board Members.
S. Rocha made a motion to approve the performance improvement plan.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Rocha	Aye
M. Ruiz	Aye
S. Sandoval	Absent
J. Nguyen	Aye
P. Carreño	Absent
K. Wisckol	Aye
D. Koren	Aye
A. Miller	Aye

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:27 PM.

Respectfully Submitted,
D. Koren

Coversheet

Contract Ratifications

Section: III. Consent Items
Item: B. Contract Ratifications
Purpose: Vote
Submitted by:
Related Material:
Leveled Talent Contract - Voices Director of Student and Family Services.docx.pdf
Leveled Talent Contract - Voices Director of Student and Family Services.docx.pdf

LT LeveledTalent

Agreement to Provide Executive Search Services

This Agreement to Provide Advisory Services ("Contract") is entered into between Leveled Talent, LLC ("Leveled Talent") and Voices College-Bound Language Academies (Voices) ("Client"). This Contract consists of this six-page document, Exhibit 1 ("Standard Terms and Conditions"), Exhibit 2 ("Scope of Work"), and Exhibit 3 ("Leveled Talent Rates of Service"). Terms contained in this document shall prevail over those of any exhibit or attachment unless otherwise stated.

BACKGROUND:

A. The Client requires certain expertise in connection with its work with Leveled Talent in Los Angeles, California, as explained in more detail in the Scope of Work attached as Exhibit 2.

B. The Client believes that Leveled Talent has the qualifications, experience, and abilities to provide the necessary services for the Client.

C. Leveled Talent agrees to provide such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations outlined in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Leveled Talent (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

1. Leveled Talent will work as a technical assistance partner to the Client in executing the work outlined in the Scope of Work (the "Services").

2. This Contract's performance period is from 3 days after signing through November 30, 2026.

3. Either party may terminate this Contract for any cause by giving at least thirty (30) days' written notice before the effective termination date, in which event Leveled Talent, LLC shall submit all work completed to date and be paid for all authorized work completed as of the termination date and for all non-cancellable obligations incurred hereunder.

4. Leveled Talent will provide expertise and resources with the support of Leveled Talent's team for the Chief Executive Officer, Director, Professional Development & Principal with Voices, billed at a fixed price set forth on Exhibit 3 ("Leveled Talent Rates of Service").

5. Leveled Talent will prepare the deliverables as detailed in the attached Scope of Work or as mutually agreed upon by the Parties during the term of this Contract.

6. Leveled Talent shall invoice the Client five times and/or monthly based on the type of search and services agreed upon using a format, and according to timing, agreed upon by the Parties.

7. Leveled Talent shall bill per Exhibit 3 ("Leveled Talent Rates of Service") for time incurred and will limit its time according to any predetermined budget mutually agreed upon ahead of time by the Parties.

8. This is a fixed fee contract. Leveled Talent is authorized to transfer funds among budget categories without specific and separate approval by the Client.

9. The Consultant will be reimbursed for any pre-approved, reasonable and necessary expenses incurred by the Consultant in connection with providing the Services, including but not limited to car service, flight and/or mileage to and from Los Angeles, CA or in New York, NY.

10. Pre-approval is required for incidental expenses, such as public transit costs, car service, mileage, tolls and approved meals. Significant expenses will be discussed and agreed upon in advance by the Parties.

11. Leveled Talent shall not charge for travel time.

12. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be delivered electronically by e-mail, to the following addresses:

For Client: aldoramirez@voicescharterschool.com

For Leveled Talent: raven@leveledtalent.com

or to such other address as either Party may from time to time notify the other. In any instance in which this Agreement requires written notice, consent or confirmation, e-mail communication shall suffice.

13. This Contract is entered into as of the date of execution by both parties but is effective 3 business days after signing.

FOR CLIENT:

DocuSigned by:
Aldo Ramirez
1322133C3C50461...

Aldo Ramirez, CEO

5/29/2026

Date

Aldo Ramirez
CEO
Voices College-Bound Language Academies

FOR LEVELED TALENT, LLC:

DocuSigned by:
Raven Woods
7E9ADF9B52184A0...

Raven L. Woods, CEO

5/29/2026

Date

Raven L. Woods
Chief Executive Officer
Leveled Talent, LLC

Exhibit 1
Standard Terms and Conditions

1. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

2. If either party fails to perform its obligations under this Contract properly or violates any term hereof, the other party shall have the right to terminate this Contract immediately. Upon termination, Leveled Talent, LLC (Leveled Talent) shall be entitled to payment of fair compensation for completed services and for non-cancellable obligations incurred hereunder.

3. Unless otherwise indicated on the reverse, neither party shall assign its rights or delegate its duties under this Contract without obtaining the prior written approval of the other party.

4. Leveled Talent shall hold in strict confidence all non-public information received from Voices, in connection with the Services to be provided hereunder.

5. No rights or obligations of any kind other than those expressly recited herein are granted to either party or implied by this Contract. Unless otherwise indicated on the cover page, nothing herein constitutes a license or transfer of intellectual property rights by either party.

6. Leveled Talent shall maintain documentation for all charges against the Client under this Contract. The books, records and documents of Leveled Talent, insofar as they relate to work performed or money received under this Contract, shall be subject to audit by the Client until three years from the date of final payment. These records shall be maintained in accordance with generally accepted accounting principles.

7. No person on the grounds of race, color, sex, religion, national origin, age, disability, veteran status or any other classification protected by Federal and/or California state constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Client shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

8. The parties to this Contract are independent contractors. Neither is an agent, partner, or employee of the other.

9. Both parties shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

10. This Contract shall be governed by the laws of the State of California. The Parties agree to bring any suit to enforce this Contract or to assert any claim, suit, action or proceedings relating this Contract exclusively in the state or federal courts located in the County of Los Angeles. This Contract does not waive Eleventh Amendment immunity and Leveled Talent expressly reserves such immunity.

Exhibit 2
Scope of Work

Potential Full Day Assessments:

Monday, June 8, 2026 Friday, June 5, 2026 *Additional Availability provided per request

The typical approach includes the following steps:

1. **Culture Assessment, Candidate Profile, and Job Description**
   We review any existing job descriptions and facilitate conversations with key stakeholders to clarify and confirm the most important competencies required for the position and the traits that contribute to a successful team culture within Voices. Based on this assessment, we create/refine the candidate profile, explicitly describing the leadership attributes most important for the role. Our goal is to have every stakeholder have a full understanding of the ideal candidate and be able to describe the most crucial part of the role, including any regional context that might be important for this person to succeed in the position.

2. **Recruitment Strategy and Execution**
   Based on the role clarification, we will research the local and national markets, craft a recruitment strategy with recommended sources to recruit top candidates, and develop a network contact list for personal outreach to help spread the word about the position and pursue recommendations for high-potential candidates. We will then partner with Voices leaders and/or the hiring committee to build a pool of potential candidates and monitor the results of recruitment efforts.

3. **Interview Guides and Assessment Tools**
   In addition to designing the recruitment strategy, we will propose the steps of a screening process for the role and if needed, draft all interview tools. Decisions will include which internal team members and/or stakeholders should be engaged in the screening process, key roles in the interview process, and the sequence of steps from the first screen to the final hiring decision. This will also include the creation of performance tasks to assess the competencies required for the role. The purpose is to minimize bias at every step in the process and keep the process focused on assessing those skills most important for the position.

4. **Monitoring of Talent Pool and Initial Calibration of Top Candidates**
   This stage involves monitoring incoming applications together with the client and will work proactively to ensure a strong pool of candidates. As part of this effort, we will meet with the hiring manager or search lead weekly to review progress and will provide reports with clear metrics to understand the strength and diversity of the pool and the status of candidates in the process, including the number of candidates at each step (e.g. first screen, second screen, rejections, etc). We will carry out first-round interviews via Zoom and recommend candidates for second-round interviews to be completed by the hiring lead. Candidate profiles will be provided for interviewed candidates, summarizing strengths, questions, and recommendations on whether to advance.

5. **Finalist Interviews**
   There will be a focus on narrowing down the candidate pool to reflect 2-3 finalists. Stakeholders at Voices will facilitate in-person/Zoom interviews and debrief based on competency-driven interviewer feedback. We will continue to calibrate on desired competencies and strengthen pre-screening until the client finds the chosen candidate and has an accepted offer.

6. **Knowledge Transfer**
   We will engage in a debrief call following each search and will provide a final write-up to advise on which practices and lessons learned for this process can be applied to the organization's long-term approach to executive succession planning and hiring.

Summary of Outcomes Delivered in a Typical Full Search

- Discussion and confirmation of competencies required for the role
- Candidate profile and job description
- Documented recruitment strategy
- Documented screening process with supporting interview protocols and materials for each round of the process, and drafted interview guides for stakeholder interviews
- Posted job description and proactive sourcing as broadly as possible to produce ideal applicants for the role
- Review and monitoring of incoming interest
- Materials and support for facilitation of finalist round interviews
- Post-search call, including sharing of search stats and lessons learned

Exhibit 3

Budget and Invoicing Schedule

We charge a fixed fee for full searches, with a total budget of $55,000. The total cost for the Director of Student and Family Services search will be $46,750, which reflects a 15% discount for returning clients and clients who have referred us to other organizations. The search completes when a successful candidate is hired, which we expect will be within 2-3 months of the project launch; however, it will continue until the search is complete. We propose the following invoicing schedule for the Director of Student and Family Services search:

- 25% ($11,687.5) upon delivery of job description, identified competencies, sourced candidates, and recruiting strategy, estimated within 3 weeks of project start. Clients will be billed 50% of the first deliverable at the launch of the project ($5,843.75).
- 35% ($16,362.5) upon delivery/completion of the first set of first-round screens, and the first set of candidates delivered, typically 4 to 5 weeks following recruitment launch.
- 25% ($11,687.5) when the second round screening materials are delivered and satisfactory delivery of the finalist candidate pool, typically 8 to 10 weeks after the search launches, and runs through completion of the interview process.
- Final payment of 15% ($7,012.5) when selection/offer decision is made, typically within 2-3 months, but can be longer.

Leveled Talent and Voices College-Bound Language Academies have reached a shared understanding that Voices may end the search at any point in the schedule. If Leveled Talent is mid-stream on any of these milestones, Leveled Talent will propose a partial payment for work completed.

Leveled Talent reserves the right to revise its rates of services and/or to substitute team members working for the Client, from time to time, as necessary. Any such changes will be discussed with the Client in advance.

Guarantee: For full search contracts, if a candidate retracts their acceptance of Client's offer, Leveled Talent will continue the search until a Candidate is hired. In addition, if a hired candidate is terminated by Client for any reason other than layoff or restructuring within one hundred and twenty (120) calendar days of their date of hire, or if the hired candidate voluntarily (i.e., solely of their own choosing and not at the request of or pursuant to an agreement with the Client) resigns their position within said time frame, Leveled Talent will perform a replacement search for the position for no additional fee other than the fees already paid in Exhibit 4, NOT inclusive of any pre-approved search related costs (i.e. postings, affinity groups, advertisements) provided that Client notifies Leveled Talent in writing within forty (40) days of the termination of such candidate's employment.

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2. This Contract's performance period is from 3 days after signing through November 30, 2026.

3. Either party may terminate this Contract for any cause by giving at least thirty (30) days' written notice before the effective termination date, in which event Leveled Talent, LLC shall submit all work completed to date and be paid for all authorized work completed as of the termination date and for all non-cancellable obligations incurred hereunder.

4. Leveled Talent will provide expertise and resources with the support of Leveled Talent's team for the Chief Executive Officer, Director, Professional Development & Principal with Voices, billed at a fixed price set forth on Exhibit 3 ("Leveled Talent Rates of Service").

5. Leveled Talent will prepare the deliverables as detailed in the attached Scope of Work or as mutually agreed upon by the Parties during the term of this Contract.

6. Leveled Talent shall invoice the Client five times and/or monthly based on the type of search and services agreed upon using a format, and according to timing, agreed upon by the Parties.

7. Leveled Talent shall bill per Exhibit 3 ("Leveled Talent Rates of Service") for time incurred and will limit its time according to any predetermined budget mutually agreed upon ahead of time by the Parties.

8. This is a fixed fee contract. Leveled Talent is authorized to transfer funds among budget categories without specific and separate approval by the Client.

9. The Consultant will be reimbursed for any pre-approved, reasonable and necessary expenses incurred by the Consultant in connection with providing the Services, including but not limited to car service, flight and/or mileage to and from Los Angeles, CA or in New York, NY.

10. Pre-approval is required for incidental expenses, such as public transit costs, car service, mileage, tolls and approved meals. Significant expenses will be discussed and agreed upon in advance by the Parties.

11. Leveled Talent shall not charge for travel time.

12. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be delivered electronically by e-mail, to the following addresses:

For Client: aldoramirez@voicescharterschool.com

For Leveled Talent: raven@leveledtalent.com

or to such other address as either Party may from time to time notify the other. In any instance in which this Agreement requires written notice, consent or confirmation, e-mail communication shall suffice.

13. This Contract is entered into as of the date of execution by both parties but is effective 3 business days after signing.

FOR CLIENT:

DocuSigned by:
Aldo Ramirez
1322133C3C50461...

Aldo Ramirez, CEO

5/29/2026

Date

Aldo Ramirez
CEO
Voices College-Bound Language Academies

FOR LEVELED TALENT, LLC:

DocuSigned by:
Raven Woods
7E9ADF9B52184A0...

Raven L. Woods, CEO

5/29/2026

Date

Raven L. Woods
Chief Executive Officer
Leveled Talent, LLC

Exhibit 1
Standard Terms and Conditions

1. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

2. If either party fails to perform its obligations under this Contract properly or violates any term hereof, the other party shall have the right to terminate this Contract immediately. Upon termination, Leveled Talent, LLC (Leveled Talent) shall be entitled to payment of fair compensation for completed services and for non-cancellable obligations incurred hereunder.

3. Unless otherwise indicated on the reverse, neither party shall assign its rights or delegate its duties under this Contract without obtaining the prior written approval of the other party.

4. Leveled Talent shall hold in strict confidence all non-public information received from Voices, in connection with the Services to be provided hereunder.

5. No rights or obligations of any kind other than those expressly recited herein are granted to either party or implied by this Contract. Unless otherwise indicated on the cover page, nothing herein constitutes a license or transfer of intellectual property rights by either party.

6. Leveled Talent shall maintain documentation for all charges against the Client under this Contract. The books, records and documents of Leveled Talent, insofar as they relate to work performed or money received under this Contract, shall be subject to audit by the Client until three years from the date of final payment. These records shall be maintained in accordance with generally accepted accounting principles.

7. No person on the grounds of race, color, sex, religion, national origin, age, disability, veteran status or any other classification protected by Federal and/or California state constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Client shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

8. The parties to this Contract are independent contractors. Neither is an agent, partner, or employee of the other.

9. Both parties shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

10. This Contract shall be governed by the laws of the State of California. The Parties agree to bring any suit to enforce this Contract or to assert any claim, suit, action or proceedings relating this Contract exclusively in the state or federal courts located in the County of Los Angeles. This Contract does not waive Eleventh Amendment immunity and Leveled Talent expressly reserves such immunity.

Exhibit 2
Scope of Work

Potential Full Day Assessments:

Monday, June 8, 2026 Friday, June 5, 2026 *Additional Availability provided per request

The typical approach includes the following steps:

1. **Culture Assessment, Candidate Profile, and Job Description**
   We review any existing job descriptions and facilitate conversations with key stakeholders to clarify and confirm the most important competencies required for the position and the traits that contribute to a successful team culture within Voices. Based on this assessment, we create/refine the candidate profile, explicitly describing the leadership attributes most important for the role. Our goal is to have every stakeholder have a full understanding of the ideal candidate and be able to describe the most crucial part of the role, including any regional context that might be important for this person to succeed in the position.

2. **Recruitment Strategy and Execution**
   Based on the role clarification, we will research the local and national markets, craft a recruitment strategy with recommended sources to recruit top candidates, and develop a network contact list for personal outreach to help spread the word about the position and pursue recommendations for high-potential candidates. We will then partner with Voices leaders and/or the hiring committee to build a pool of potential candidates and monitor the results of recruitment efforts.

3. **Interview Guides and Assessment Tools**
   In addition to designing the recruitment strategy, we will propose the steps of a screening process for the role and if needed, draft all interview tools. Decisions will include which internal team members and/or stakeholders should be engaged in the screening process, key roles in the interview process, and the sequence of steps from the first screen to the final hiring decision. This will also include the creation of performance tasks to assess the competencies required for the role. The purpose is to minimize bias at every step in the process and keep the process focused on assessing those skills most important for the position.

4. **Monitoring of Talent Pool and Initial Calibration of Top Candidates**
   This stage involves monitoring incoming applications together with the client and will work proactively to ensure a strong pool of candidates. As part of this effort, we will meet with the hiring manager or search lead weekly to review progress and will provide reports with clear metrics to understand the strength and diversity of the pool and the status of candidates in the process, including the number of candidates at each step (e.g. first screen, second screen, rejections, etc). We will carry out first-round interviews via Zoom and recommend candidates for second-round interviews to be completed by the hiring lead. Candidate profiles will be provided for interviewed candidates, summarizing strengths, questions, and recommendations on whether to advance.

5. **Finalist Interviews**
   There will be a focus on narrowing down the candidate pool to reflect 2-3 finalists. Stakeholders at Voices will facilitate in-person/Zoom interviews and debrief based on competency-driven interviewer feedback. We will continue to calibrate on desired competencies and strengthen pre-screening until the client finds the chosen candidate and has an accepted offer.

6. **Knowledge Transfer**
   We will engage in a debrief call following each search and will provide a final write-up to advise on which practices and lessons learned for this process can be applied to the organization's long-term approach to executive succession planning and hiring.

Summary of Outcomes Delivered in a Typical Full Search

- Discussion and confirmation of competencies required for the role
- Candidate profile and job description
- Documented recruitment strategy
- Documented screening process with supporting interview protocols and materials for each round of the process, and drafted interview guides for stakeholder interviews
- Posted job description and proactive sourcing as broadly as possible to produce ideal applicants for the role
- Review and monitoring of incoming interest
- Materials and support for facilitation of finalist round interviews
- Post-search call, including sharing of search stats and lessons learned

Exhibit 3

Budget and Invoicing Schedule

We charge a fixed fee for full searches, with a total budget of $55,000. The total cost for the Director of Student and Family Services search will be $46,750, which reflects a 15% discount for returning clients and clients who have referred us to other organizations. The search completes when a successful candidate is hired, which we expect will be within 2-3 months of the project launch; however, it will continue until the search is complete. We propose the following invoicing schedule for the Director of Student and Family Services search:

- 25% ($11,687.5) upon delivery of job description, identified competencies, sourced candidates, and recruiting strategy, estimated within 3 weeks of project start. Clients will be billed 50% of the first deliverable at the launch of the project ($5,843.75).
- 35% ($16,362.5) upon delivery/completion of the first set of first-round screens, and the first set of candidates delivered, typically 4 to 5 weeks following recruitment launch.
- 25% ($11,687.5) when the second round screening materials are delivered and satisfactory delivery of the finalist candidate pool, typically 8 to 10 weeks after the search launches, and runs through completion of the interview process.
- Final payment of 15% ($7,012.5) when selection/offer decision is made, typically within 2-3 months, but can be longer.

Leveled Talent and Voices College-Bound Language Academies have reached a shared understanding that Voices may end the search at any point in the schedule. If Leveled Talent is mid-stream on any of these milestones, Leveled Talent will propose a partial payment for work completed.

Leveled Talent reserves the right to revise its rates of services and/or to substitute team members working for the Client, from time to time, as necessary. Any such changes will be discussed with the Client in advance.

Guarantee: For full search contracts, if a candidate retracts their acceptance of Client's offer, Leveled Talent will continue the search until a Candidate is hired. In addition, if a hired candidate is terminated by Client for any reason other than layoff or restructuring within one hundred and twenty (120) calendar days of their date of hire, or if the hired candidate voluntarily (i.e., solely of their own choosing and not at the request of or pursuant to an agreement with the Client) resigns their position within said time frame, Leveled Talent will perform a replacement search for the position for no additional fee other than the fees already paid in Exhibit 4, NOT inclusive of any pre-approved search related costs (i.e. postings, affinity groups, advertisements) provided that Client notifies Leveled Talent in writing within forty (40) days of the termination of such candidate's employment.

Coversheet

Contract Approval

Section: III. Consent Items
Item: C. Contract Approval
Purpose: Vote
Submitted by:
Related Material: Quote-Q-18515-1-Jun-2026-20-35-36.pdf

Voices College-Bound Language Academy - Grow Renewal - 7_01_2026 - 6_30_2027

Voices College-Bound Language Academy
6840 Via Del Oro
San Jose, California, 95119
United States

Quote Created: 06-01-2026
Quote Expires: 08-30-2026

Ellyn Magana
Chief Innovation and Strategy
emagana@voicescharterschool.com
(408)361-1960

Quote created by:
Shaddaiia Wilson
Customer Success Manager
shaddaiia.wilson@leveldata.com

Amount Due Now

Name	SKU	Billing Frequency	Start Date	End Date	Qty	List Price	Yearly Price	Net Price
Compliance Reporting	PSV006	Annual	07-01-2026	06-30-2028	1	$3,761.1	$1,880.55	$3,761.1
Grow License	SMG001	Annual	07-01-2026	06-30-2028	1	$17,034	0	$17,034
							Total Net Price	**$20,795.1**

To process this order, please submit a signed quote and a corresponding Purchase Order (if needed) to your Account Executive. If submitting a Purchase Order, please reference Quote Q-18515. Once a signed quote or Purchase Order is received, Level Data will immediately invoice for payment.

Applicable sales tax will be added at the time of invoicing when necessary.

Approval of this quotation of services constitutes agreement with our Terms of Service and Privacy Policy.

Voices College-Bound Language Academy Signature Information	
Name	
Title	
Signature	
Date	

Coversheet

Resolution of The Sole Member of VCBLA NIDO LLC (Approval of 2026 Bank Financing)

Section: IV. Board Business
Item: A. Resolution of The Sole Member of VCBLA NIDO LLC (Approval of 2026 Bank Financing)
Purpose: Vote
Submitted by:
Related Material:
VOICES - 2026 Tri Counties Loan - Resolutions LLC (4930-0291-3711.v2).doc.pdf

RESOLUTIONS OF THE SOLE MEMBER OF

VCBLA NIDO LLC

(Approval of 2026 Bank Financing)

The Board of Directors (the "**Board**") of E Voices College-Bound Language Academies, a California nonprofit public benefit corporation ("**Corporation**"), in its capacity as the Sole Member/Manager of VCBLA NIDO LLC, a California limited liability company ("**Borrower**"), does hereby adopt the following Resolutions:

WHEREAS, the Corporation is organized for charitable purposes; and

WHEREAS, the specific and primary purposes of the Borrower are holding title to property, collecting income therefrom, and turning over the entire amount thereof, less expenses, to the Corporation; and

WHEREAS, the Corporation operates Voices College-Bound Language Academy Morgan Hill and Voices College-Bound Language Academy West Contra Costa County, a California public charter school (the "**Schools**"), as charter schools under the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the California Education Code); and

WHEREAS, the Corporation is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and the Corporation is the sole member of the Borrower; and

WHEREAS, Tri Counties Bank ("**Lender**") proposes to make one or more loans (collectively, the "**Loan**") to the Borrower in an amount not to exceed Sixteen Million Seven Hundred Fifty Thousand Dollars ($16,750,000) pursuant to a Loan Agreement in substantially the form presented to the Board (the "**Loan Agreement**") by and among California School Finance Authority, the Lender and the Borrower, as well as the Security Agreement (Accounts, General Intangibles, Inventory and Other Intangibles) (the "**Security Agreement**"); and

WHEREAS, Corporation and Borrower wish to use the proceeds of the Loan to, among other things, (i) finance and/or refinance the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of the facility and land located at 16505 Monterey Road, Morgan Hill, CA 95037 and 2354 Andrade Avenue, Richmond, CA 94804 (the "**School Sites**"), (ii) fund a debt service reserve fund for the Loan, (iii) pay capitalized interest and fund related working capital, and (iv) pay costs of issuance for the Loan (collectively, the "**Project**"); and

WHEREAS, the Board of the Corporation has determined that it is in the best interest of the Corporation and Borrower to finance and effectuate the Project as well as for the Borrower to lease the facilities making up the Project to the Corporation for use by the Schools pursuant to one or more leases anticipated to be dated as of June 30, 2026 (collectively, the "**Lease**

Agreements"), by and between the Borrower, as lessor, and the Corporation, as lessee, in substantially the form presented to the Board of Directors; and

WHEREAS, the Corporation and Borrower propose to secure or support the obligations of the Corporation and Borrower under the Loan by, among other things, (a) a pledge of gross revenues of the Schools, (b) a first mortgage deed of trust on each School Site in substantially the form presented to the Board of Directors (the "**Deeds of Trust**"), and (c) an intercept of portions of the Schools' general purpose apportionment by the State Controller or another state agency of the State of California pursuant to Section 17199.4(a) of the Education Code of the State of California (the "**Intercept**"), with amounts received by Lender after payment of debt service on the Loan and any other amounts due to the Lender to be released to the Borrower for operations; and

WHEREAS, the Loan will also require the Borrower and/or Corporation to maintain their primary operating and Intercept accounts with the Lender; and

WHEREAS, the Board finds that the terms of the foregoing transactions (collectively, the "**Transactions**") are fair and reasonable as to the Corporation, the Borrower and the Schools under the circumstances, are in the best interests of the Corporation, the Borrower and the Schools, and are in furtherance of the charitable purposes of the Corporation and Borrower; and

WHEREAS, the Board desires that the Borrower take all actions necessary or advisable to facilitate the Transactions.

NOW, THEREFORE, BE IT RESOLVED, that, the Board approves the Loan and authorizes the execution, delivery and performance by the Borrower of the documents and agreements listed on Schedule 1 attached hereto and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions or as may be deemed advisable in connection with the Transactions (collectively, the "**Transaction Documents**"); and

RESOLVED FURTHER, that the Transactions and the Transaction Documents, in substantially the forms presented to the Board of Directors, together with any related documents be, and the same hereby are, approved in all respects; and

RESOLVED FURTHER, that the Board hereby appoints the individuals listed below, and each of them individually (each, an "**Authorized Borrower Signatory**", altogether "**Authorized Signatories**"), as authorized signatories of the Borrower for purposes of executing the Transaction Documents on behalf of the Borrower:

Name	***Title***
Kim Wisckol	Chair
Servando Sandoval	Secretary
Alice Miller	Treasurer
Pedro Carreño	Vice Chair
Judy Nguyen	Director
Dena Koren	Director

Sofia Rocha	Director
Maricruz Ruiz	Director
Aldo Ramirez	Chief Executive Officer
Jaime Mata	Chief Operations Officer

RESOLVED FURTHER, that any deficiencies in any prior action, appointment, election, minutes or records of the directors or officers of the Borrower are hereby corrected to conform to this resolution; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, in the forms that have been presented to the Board for approval or with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, and all such other escrow agreements, leases, security agreements, account control agreements, subordination, non-disturbance and attornment agreements, tax certificates, tax and regulatory compliance agreements, subleases, disclosure agreements, assignments, indemnification agreements, guaranties, subordination agreements, letters of representation, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as any Authorized Signatories may approve as necessary or advisable to facilitate the Transactions, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change); and

RESOLVED FURTHER, that the Borrower hereby ratifies and confirms the acts of its officers, agents and employees taken on behalf of the Borrower in connection with the Transactions; and

RESOLVED FURTHER, that by the adoption of these resolutions, the Board hereby reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions; and

RESOLVED FURTHER, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict; and

RESOLVED FURTHER, that these resolutions shall take effect and be in full force immediately after their adoption by the Board; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved, and any such documents, instrument or agreements so

executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation, and that the foregoing is a true and correct copy of Resolutions that were duly adopted on June 4, 2026, by the majority vote of the directors of the Corporation present at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this 4th day of June, 2026.

_____

Servando Sandoval, Board Secretary

Schedule 1

1. Loan Agreement
2. Promissory Note
3. Deeds of Trust
4. Leases
5. Security Agreement (Accounts, General Intangibles, Inventory and Other Intangibles)
6. Environmental Indemnity Agreement
7. Guaranty

Coversheet

Resolution of The Board of Directors (Approval of 2026 Bank Financing)

Section: IV. Board Business
Item: B. Resolution of The Board of Directors (Approval of 2026 Bank Financing)
Purpose: Vote
Submitted by:
Related Material:
VOICES - 2026 Tri Counties Loan - Resolutions (4925-3334-8271.v2).docx.pdf

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

RESOLUTION OF THE BOARD OF DIRECTORS

(Approval of 2026 Bank Financing)

The Board of Directors (the "**Board**") of Voices College-Bound Language Academies, a California nonprofit public benefit corporation (the "**Corporation**") hereby adopts the following Resolution:

WHEREAS, the Corporation is organized for charitable purposes; and

WHEREAS, the specific and primary purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public charter schools within the meaning of Section 501(c)(3), Internal Revenue Code; and

WHEREAS, the Corporation operates Voices College-Bound Language Academy Morgan Hill and Voices College-Bound Language Academy West Contra Costa County, a California public charter school (the "**Schools**"), as charter schools under the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the California Education Code); and

WHEREAS, the Corporation is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and the Corporation is the sole member of VCBLA Nido LLC (the "**Borrower**"), and

WHEREAS, Tri Counties Bank ("**Lender**") proposes to make one or more loans (collectively, the "**Loan**") to the Borrower in an amount not to exceed Sixteen Million Seven Hundred Fifty Thousand Dollars ($16,750,000) pursuant to a Loan Agreement in substantially the form presented to the Board (the "**Loan Agreement**") by and among California School Finance Authority, the Lender and the Borrower, as well as the Security Agreement (Accounts, General Intangibles, Inventory and Other Intangibles) (the "**Security Agreement**"); and

WHEREAS, Corporation and Borrower wish to use the proceeds of the Loan to, among other things, (i) finance and/or refinance the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of the facility and land located at 16505 Monterey Road, Morgan Hill, CA 95037 and 2354 Andrade Avenue, Richmond, CA 94804 (the "**School Sites**"), (ii) fund a debt service reserve fund for the Loan, (iii) pay capitalized interest and fund related working capital, and (iv) pay costs of issuance for the Loan (collectively, the "**Project**"); and

WHEREAS, the Board of the Corporation has determined that it is in the best interest of the Corporation and Borrower to finance and effectuate the Project as well as for the Borrower to lease the facilities making up the Project to the Corporation for use by the Schools pursuant to one or more leases anticipated to be dated as of June 30, 2026 (collectively, the "**Lease Agreements**"), by and between the Borrower, as lessor, and the Corporation, as lessee, in substantially the form presented to the Board of Directors; and

WHEREAS, the Corporation and Borrower propose to secure or support the obligations of the Corporation and Borrower under the Loan by, among other things, (a) a pledge of gross revenues of the Schools, (b) a first mortgage deed of trust on each School Site in substantially the form presented to the Board of Directors (the "**Deeds of Trust**"), and (c) an intercept of portions of the Schools' general purpose apportionment by the State Controller or another state agency of the State of California pursuant to Section 17199.4(a) of the Education Code of the State of California (the "**Intercept**"), with amounts received by Lender after payment of debt service on the Loan and any other amounts due to the Lender to be released to the Borrower for operations; and

WHEREAS, the Loan will also require the Borrower and/or Corporation to maintain their primary operating and Intercept accounts with the Lender; and

WHEREAS, the Board finds that the terms of the foregoing transactions (collectively, the "**Transactions**") are fair and reasonable as to the Corporation and the School under the circumstances, are in the best interests of the Corporation and the School, and are in furtherance of the charitable purposes of the Corporation; and

WHEREAS, the Board desires that the Corporation take all actions necessary or advisable to facilitate the Transactions.

NOW, THEREFORE, BE IT RESOLVED, that, the Board approves the Loan and authorizes the execution, delivery and performance by the Corporation of the documents and agreements listed on Schedule 1 attached hereto and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions or as may be deemed advisable in connection with the Transactions (collectively, the "**Transaction Documents**"); and

RESOLVED FURTHER, that the Transactions and the Transaction Documents, in substantially the forms presented to the Board of Directors, together with any related documents be, and the same hereby are, approved in all respects; and

RESOLVED FURTHER, that the Board hereby ratifies and confirms that (i) as of June 4, 2026, the persons named below had been duly selected as directors of the Corporation, held the offices of the Corporation set opposite their respective names, and (ii) as of the date hereof, the directors and officers of the Corporation continue to be as set forth below, and (iii) that the Board appoints the individuals listed below, and each of them individually, as well as Aldo Ramirez, Chief Executive Officer, and Jaime Mata, Chief Operations Officer (each, an "**Authorized Signatory**"), as authorized signatories of the Corporation for purposes of executing the Transaction Documents on behalf of the Corporation:

Name	***Title***
Kim Wisckol	Chair
Servando Sandoval	Secretary
Alice Miller	Treasurer
Pedro Carreño	Vice Chair

Judy Nguyen	Director
Dena Koren	Director
Sofia Rocha	Director
Maricruz Ruiz	Director

RESOLVED FURTHER, that any deficiencies in any prior action, appointment, election, minutes or records of the directors or officers of the Corporation are hereby corrected to conform to this resolution; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, in the forms that have been presented to the Board for approval or with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, and all such other escrow agreements, leases, security agreements, account control agreements, subordination, non-disturbance and attornment agreements, tax certificates, tax and regulatory compliance agreements, subleases, disclosure agreements, assignments, indemnification agreements, guaranties, subordination agreements, letters of representation, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as any Authorized Signatories may approve as necessary or advisable to facilitate the Transactions, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change); and

RESOLVED FURTHER, that the Corporation hereby ratifies and confirms the acts of its officers, agents and employees taken on behalf of the Corporation in connection with the Transactions; and

RESOLVED FURTHER, that by the adoption of these resolutions, the Board hereby reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions; and

RESOLVED FURTHER, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict; and

RESOLVED FURTHER, that these resolutions shall take effect and be in full force immediately after their adoption by the Board; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved, and any such documents, instrument or agreements so

executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation, and that the foregoing is a true and correct copy of Resolutions that were duly adopted on June 4, 2026, by the majority vote of the directors of the Corporation present at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this 4th day of June, 2026.

_____

Servando Sandoval, Board Secretary

Schedule 1

1. Loan Agreement
2. Promissory Note
3. Deeds of Trust
4. Leases
5. Security Agreement (Accounts, General Intangibles, Inventory and Other Intangibles)
6. Environmental Indemnity Agreement
7. Guaranty