

**MINUTES OF A MEETING OF  
THE BOARD OF DIRECTORS OF  
THE LOS ANGELES LEADERSHIP ACADEMY**

**Monday, September 27, 2017**

The following members of the Board of Directors (the “Board”) of The Los Angeles Leadership Academy (the “Academy”), pursuant to notice duly given or waived, attended the meeting at 2670 Griffin Avenue, Los Angeles, California, and constituted a quorum for the transaction of business in accordance with the California Nonprofit Public Benefit Corporation Law and the bylaws of the Academy:

Eric Barron  
Mona Field  
Martin Frank  
Roger Lowenstein  
David Nickoll  
Elizabeth Perez-LoPresti  
Diane Prins Sheldahl  
Rick Rosen  
Allan Rudnick  
Christian Sarabia  
Jonathan Torres

The following members of the Board were absent from the meeting:

Justin Brimmer  
Sally Chou  
Rohan Gupta  
Carol Ann Leif

Also in attendance at the invitation of the Board were: (i) Arina Goldring-Ravin, Executive Director; (ii) Cynthia Cuprill, High School Principal; (iii) Antonio Sanchez, Primary School Principal; (iv) Josie Vargas, a member of the public and parent of an Academy student; (v) Tim Petty, Athletic Director; and (vi) Jonathan Lee, outside counsel.

The meeting was called to order by Mr. Nickoll at approximately 4:40 p.m. Pacific time. Ms. Lee acted as secretary for purposes of the meeting.

***Introductory Remarks***

Mr. Nickoll began the meeting by describing the Board’s open communications procedures to the members of the public in attendance. Mr. Nickoll noted that members of the public who wish to address the Board may do so by indicating on the comment cards made available at the meeting whether they intend to address either (i) a specific agenda item, which comments would be heard at the time the Board addresses such item, or (ii) a non-agenda item, which comments would be heard during the period reserved for open communications. Mr.

Nickoll also noted that addresses by members of the public on any item would be limited to two minutes.

### ***Open Communications***

Mr. Nickoll invited members of the public in attendance to address the Board on non-agenda items. The Board collected comment cards from certain members of the public with respect to non-agenda items.

Speaker One, who voluntarily identified herself as Hailey Deniz, a student of the Academy's middle school, noted that she enjoyed her first year at the Academy's middle school but suggested that the cafeteria food could be improved. Discussion ensued.

Speaker Two, who voluntarily identified himself as David Villanueva, a member of the Academy's faculty and the head of the Academy's bicycle club, invited up student members of the bicycle club. Mr. Villanueva made a presentation about the club, thanking the Board and Ms. Goldring-Ravin for their support and detailing past and future club events. Discussion ensued.

Speaker Three, who voluntarily identified herself as Ilene Perea, thanked the Academy for its support of her trip to Washington DC. Discussion ensued.

The Board collected no comment cards from members of the public in attendance with respect to specific agenda items.

### ***Approval of Minutes***

Mr. Nickoll made a presentation regarding the minutes of the meetings of the Board held on June 20, 2017 and on July 24, 2017 (collectively, the "Minutes"). The Minutes were approved as read.

### ***Executive Director Report***

Ms. Goldring-Ravin made a presentation regarding, among other things, (i) the upcoming oversight visits from the Los Angeles Unified School District ("LAUSD") to occur on November 16, 2017 for the Academy and on January 17, 2018 for Los Angeles Leadership Primary Academy, (ii) the Academy's suicide prevention policy, which incorporated the recommended guidelines and was further supplemented by a topical expert from Didi Hirsh Mental Health Services and the Academy's outside counsel, (iii) the Academy's compliance with Title IX requirements, (iv) the new California School Dashboard, (v) LAUSD's newly adopted changes with respect to comparisons of student achievement data, (vi) an analysis of the Academy's Collective Bargaining Agreement with Los Angeles Leadership Academy United, CTA/NEA (the "CBA"), (vii) unaudited financial statements for the 2016-2017 school year, (viii) the Academy's plan for deployment of funds received from the Education Protection Account in the 2017-2018 school year and (ix) the Academy's process for revising its budget for the 2017-2018 school year. The Board asked questions and engaged in discussion during and following Ms. Goldring-Ravin's presentation, and Ms. Goldring-Ravin answered questions from the Board.

### ***Student Leadership Council Report***

Various students at the Academy's high school made a video presentation regarding a variety of topics, including graduation for the 2016-2017 school year, the "Green and Gold" school spirit week, and certain summer activities. Discussion ensued, and the students answered questions from the Board.

### ***Parents in Action Report***

Ms. Vargas made a presentation regarding recent activity of the parent council, Parents in Action. Ms. Vargas reported on recent events including the chocolate sale fundraiser, which raised over \$12,000. Discussion ensued, and Ms. Vargas answered questions from the Board.

### ***Principals Reports***

Mr. Sanchez made a presentation regarding the Academy's primary school, including, among other things, (i) enrollment, (ii) attendance, (iii) student achievement data, (iv) parent engagement, (v) curriculum and instruction, (vi) professional development, and (vii) celebrations and upcoming events. Discussion ensued and Mr. Sanchez answered questions from the Board.

Ms. Cuprill then made a presentation regarding the Academy's high school, including, among other things, (i) enrollment, (ii) attendance, (iii) student achievement data, (iv) parent engagement, (v) curriculum and instruction, (vi) professional development, (vii) college and career readiness and (viii) celebrations and upcoming events. Discussion ensued, and Ms. Cuprill answered questions from the Board.

### ***Chief Operations Officer Report***

Marvin Jacobo, the Academy's Chief Operations Officer, was absent from the meeting due to illness. Mr. Petty made a presentation regarding the Academy's sports programs and noted that the women's volleyball season had begun and cited strong interest for the women's volleyball program and the other upcoming programs.

### ***Personnel Committee Report***

Ms. Prins Sheldahl made a presentation regarding the Personnel Committee of the Board's recommendation that the Board approve the CBA. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit A.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Approval of the Uniform Complaint Policy and Procedures***

Ms. Goldring-Ravin made a presentation regarding revisions to the Academy's uniform complaint policy and procedures, copies of which were circulated to the Board prior to the meeting. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit B.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Approval of EPA Spending Plan for 2017-2018 School Year***

Ms. Goldring-Ravin made a presentation regarding the Academy's plan for deployment of funds received from the Education Protection Account in the 2017-2018 school year, copies of which were distributed to the Board prior to the meeting. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit C.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Approval of English Language Master Plans***

Ms. Goldring-Ravin made a presentation regarding revisions to the Academy's the English Language Learners Master Plans for the Academy's high school, middle school and primary school, copies of which were distributed to the Board prior to the meeting. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit D.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Approval of Updated 2017-2018 Handbooks for Students and Parents***

Ms. Goldring-Ravin made a presentation regarding revisions to the Academy's 2017-2018 Handbooks for Students and Parents, copies of which were distributed to the Board prior to the meeting. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit E.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Ratification of Employment Agreement for High School Principal***

Mr. Nickoll made a presentation regarding the employment agreement for the High School Principal of the Academy, a draft of which was circulated to the Board prior to the meeting. As required by clause (3) of subdivision (c) of section 54953 of the California Government Code (the "Code"), Mr. Nickoll orally reported a summary of a recommendation for a final action on the salaries, salary schedule, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1 of the Code, as set

forth in Annex F, attached hereto.

After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit F.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Ratification of After-School All-Stars Contract***

Ms. Goldring-Ravin made a presentation regarding revisions to the Academy's contract with After-School All-Stars, Los Angeles for afterschool programming for the 2017-2018 school year, copies of which were distributed to the Board prior to the meeting. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit G.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Acceptance of Donation from Los Angeles Leadership Foundation***

Ms. Goldring-Ravin made a presentation regarding certain donations to the Academy from Los Angeles Leadership Foundation. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit H.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Confirmation of Re-Election of Directors***

Mr. Frank made a presentation regarding confirmation of the re-election of certain directors of the Academy. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit I.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

### ***Acceptance of Donation from Los Angeles Leadership Foundation***

Ms. Goldring-Ravin made a presentation regarding the Academy's vendor contract with California Digital Systems for the Academy's copy machine, copies of which were distributed to the Board prior to the meeting. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit J.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

***Approval of Suicide Prevention Policy***

Ms. Goldring-Ravin made a presentation the Academy's suicide prevention policy, copies of which were distributed to the Board prior to the meeting. After discussion, upon motion duly made and seconded, the Board unanimously approved the resolutions attached hereto as Exhibit K.

In Favor (11): E. Barron, M. Field, M. Frank, R. Lowenstein, D. Nickoll, E. Perez-LoPresti, D. Prins Sheldahl, R. Rosen, A. Rudnick, C. Sarabia, J. Torres.  
Opposed (0): None.  
Abstentions (0): None.

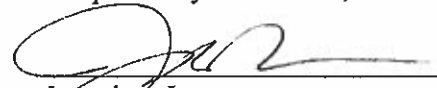
***Discussion regarding Florence Crittenton Center Property Dispute***

Mr. Nickoll announced that the property dispute related to the landlord of the Academy's high school, the Florence Crittenton Center, would be discussed in an upcoming meeting of the Executive Committee of the Board.

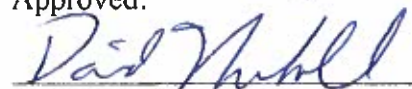
\* \* \*

There being no further business to come before it, the meeting was, upon motion duly made and seconded, adjourned at approximately 6:40 p.m. Pacific time.

Respectfully submitted,

  
Jonathan Lee  
Secretary of the Meeting

Approved:

  
David Nickoll  
Chairman of the Meeting

## **EXHIBIT A**

### **Ratification of 2017-2018 Collective Bargaining Agreement with Los Angeles Leadership Academy United, CTA/NEA**

**WHEREAS**, the Board of Directors (“Board”) of The Los Angeles Leadership Academy (the “Academy”) has previously been presented with and reviewed the Collective Bargaining Agreement between the Academy and Los Angeles Leadership Academy United, CTA/NEA, (the “CBA”);

**WHEREAS**, the Personnel Committee of the Board has recommended that the Board approve and adopt the CBA; and

**WHEREAS**, the Board deems it to have been advisable and in the best interests of the Academy for the Academy to approve and enter into the CBA.

**NOW, THEREFORE, BE IT RESOLVED**, that the CBA be, and hereby is, ratified, approved, and adopted with such changes, additions, deletions, amendments or modifications as either the Executive Director or the Director of Finance of the Academy (collectively, the “Officers”) deems necessary, proper or advisable.

## **EXHIBIT B**

### **Approval of the Uniform Complaint Policy and Procedures**

**WHEREAS**, the Board has been presented with and reviewed a copy of the Academy's uniform complaint policy and procedures (the "Uniform Complaint Policy"); and

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to approve and adopt the Uniform Complaint Policy.

**NOW, THEREFORE, BE IT RESOLVED**, that the Uniform Complaint Policy be, and hereby is, approved, with such changes, additions, deletions, amendments or modifications as any of the Officers deem necessary, proper or advisable.



## **EXHIBIT C**

### **Approval of EPA Spending Plan for 2017-2018 School Year**

**WHEREAS**, the Board has been presented with and reviewed the plan for deployment of funds received from the Education Protection Account (the “EPA Spending Plans”) in the 2017-2018 school year, including with respect to the related signatories and credit cards; and

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to approve and adopt the EPA Spending Plans.

**NOW, THEREFORE, BE IT RESOLVED**, that the EPA Spending Plans be, and they hereby are, approved and adopted, with such changes, additions, deletions, amendments or modifications as any of the Officers deem necessary, proper or advisable.

## **EXHIBIT D**

### **Approval of English Language Master Plans**

**WHEREAS**, the Board has been presented with and reviewed the English Language Learners Master Plans for the Academy's high school, middle school and primary school (the "English Language Master Plans"); and

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to approve and adopt the English Language Master Plans.

**NOW, THEREFORE, BE IT RESOLVED**, that the English Language Master Plans be, and they hereby are, approved and adopted, with such changes, additions, deletions, amendments or modifications as any of the Officers deem necessary, proper or advisable.

## **EXHIBIT E**

### **Approval of Updated 2017-2018 Handbooks for Students and Parents**

**WHEREAS**, the Board has been presented with and reviewed the proposed updates to the Academy's 2017-2018 Handbooks for Students and Parents (the "Handbooks"); and

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to approve and adopt the updated Handbooks.

**NOW, THEREFORE, BE IT RESOLVED**, that the updated Handbooks be, and they hereby are, approved and adopted, with such changes, additions, deletions, amendments or modifications as any of the Officers deem necessary, proper or advisable.

## **EXHIBIT F**

### **Ratification of Employment Agreement for High School Principal**

**WHEREAS**, the Board has been presented with and reviewed the employment agreement for the High School Principal for the 2017-2018 school year (the “Employment Agreement”);

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to ratify the Employment Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Employment Agreement be, and it hereby is, approved, with such changes, additions, deletions, amendments or modifications as any of the Officers deems necessary, proper or advisable.

**Annex F**

Oral Report re: Employment Agreements

(Attached)

**Script for Personnel Committee Chair**

“As to the next item regarding ratification/approval of the Personnel Committee recommended management contracts, I am required by law to indicate, prior to any vote on the contract, the following information:

| <b>Position Title</b> | <b>Term</b> | <b>Annual Salary</b>                                | <b>Health Benefits</b>   | <b>Days of Paid Vacation per Year</b> | <b>Days of Paid Sick Leave per Year</b> |
|-----------------------|-------------|---|--|---------------------------------------|---|
| High School Principal | One year    | \$114,297.40 plus potential additional compensation | Twelve (12) months of full single HMO or PPO coverage or full HMO family coverage for health, dental, life, and vision benefits. | Positive School Year<br>8 Weeks       | 10 Days                                 |

I am pleased to recommend approval of these contracts and call for a vote on them.”

## **EXHIBIT G**

### **Ratification of the Revised ASAS Contract**

**WHEREAS**, the Board has previously been presented with and reviewed the Academy's revised contract with After-School All-Stars, Los Angeles for afterschool programming for the 2017-2018 school year (the "ASAS Contract"); and

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to have entered into the ASAS Contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the ASAS Contract be, and hereby is, ratified, approved and adopted, with such changes, additions, deletions, amendments or modifications as any of the Officers deems necessary, proper or advisable.

## **EXHIBIT H**

### **Acceptance of Donation from Los Angeles Leadership Foundation**

**WHEREAS**, it has been proposed that the Los Angeles Leadership Foundation gift a donation to the Academy in the aggregate amount of \$64,419.56, as reflected on Annex H (the "Proposed Gift");

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to accept the Proposed Gift.

**NOW, THEREFORE, BE IT RESOLVED**, that the acceptance of the Proposed Gift be, and hereby is, ratified and approved.



**Annex H**

Proposed Gift

06/20/2017

Los Angeles Leadership Academy

| Date       | Type | Reference  | Original Amount | Balance Due | Payment   |
|------------|------|------------|-----------------|-------------|-----------|
| 06/09/2017 | Bill | LALA2017-1 | 17,639.00       | 17,639.00   | 17,639.00 |

Check Amount

*Summer School*

1921 Checking

17,639.00

06/20/2017

Los Angeles Leadership Academy

| Date       | Type | Reference | Original Amount | Balance Due | Payment   |
|------------|------|-----------|-----------------|-------------|-----------|
| 06/09/2017 | Bill | LALA2017S | 10,500.00       | 10,500.00   | 10,500.00 |

Check Amount

*Scholarship*

1921 Checking

10,500.00

06/20/2017

Los Angeles Leadership Academy

| Date       | Type | Reference  | Original Amount | Balance Due | Payment   |
|------------|------|------------|-----------------|-------------|-----------|
| 06/09/2017 | Bill | LALA2017 C | 10,000.00       | 10,000.00   | 10,000.00 |

Check Amount

*College field trip*

1921 Checking

10,000.00

06/20/2017

Los Angeles Leadership Academy

| Date       | Type | Reference | Original Amount | Balance Due | Payment   |
|------------|------|-----------|-----------------|-------------|-----------|
| 06/09/2017 | Bill | LALA2017G | 26,280.56       | 26,280.56   | 26,280.56 |

Check Amount

*Gala 2017*

1921 Checking

26,280.56

Summer School Proposal

Primary

|                | Rate     | Hours | days | Total salary | MR       | STRS      | SUI      | WC       | SS | Cost per teacher | 3 classes   | Difference |
|----------------|----------|-------|------|--------------|----------|-----------|----------|----------|----|------------------|-------------|------------|
| Teaches salary | \$ 35.00 | 5.00  | 15   | \$ 2,625.00  | \$ 38.06 | \$ 330.23 | \$ 28.88 | \$ 72.45 |    | \$ 3,094.61      | \$ 9,283.84 |            |

Middle School

|                |          |      |    |             |          |           |          |          |  |             |             |  |
|----------------|----------|------|----|-------------|----------|-----------|----------|----------|--|-------------|-------------|--|
| Teaches salary | \$ 35.00 | 4.50 | 15 | \$ 2,362.50 | \$ 34.26 | \$ 297.20 | \$ 25.99 | \$ 65.21 |  | \$ 2,785.15 | \$ 8,355.45 |  |
|----------------|----------|------|----|-------------|----------|-----------|----------|----------|--|-------------|-------------|--|

\$ 17,639.29

New updates

Primary

|                      | Rate     | Hours | days | Total salary | MR       | STRS      | SUI      | WC       | SS | Cost per teacher/Aide's | 2 classes   |
|----------------------|----------|-------|------|--------------|----------|-----------|----------|----------|----|-------------------------|-------------|
| Teaches salary       | \$ 35.00 | 5.00  | 14   | \$ 2,450.00  | \$ 35.53 | \$ 308.21 | \$ 26.95 | \$ 67.62 |    | \$ 2,888.31             | \$ 5,776.61 |
| Instructional Aide's | \$ 16.00 | 5.00  | 14   | \$ 1,120.00  | \$ 16.24 |           | \$ 12.32 | \$ 30.91 |    | \$ 1,179.47             | \$ 2,358.94 |

\$ 8,135.55 \$ 1,148.28

Middle School

|                |          |      |    |             |          |           |          |          |  |             |             |             |
|----------------|----------|------|----|-------------|----------|-----------|----------|----------|--|-------------|-------------|-------------|
| Teaches salary | \$ 35.00 | 4.50 | 13 | \$ 2,047.50 | \$ 29.69 | \$ 257.58 | \$ 22.52 | \$ 56.51 |  | \$ 2,413.80 | \$ 7,241.39 | \$ 1,114.06 |
|----------------|----------|------|----|-------------|----------|-----------|----------|----------|--|-------------|-------------|-------------|

**Los Angeles Leadership Academy (LALA)**  
**EdTec Network : Los Angeles Leadership Academy (LALA)**  
**Income Statement Detail**  
**From Jul 2016 to May 2017**

| Financial Row   | Type | Date      | Document Name        | Cir | Split                   | Amount               |
|---|------|-----------|----------------------|-----|-------------------------|----------------------|
| Ordinary Income/Expense                                       |      |           |                      |     |                         | \$0.00               |
| Gross Profit  |      |           |                      |     |                         |                      |
| Expense   |      |           |                      |     |                         |                      |
| 5000 - Services & Other Operating Expenses                    |      |           |                      |     |                         |                      |
| 5800 - Other Services & Operating Expenses                    |      |           |                      |     |                         |                      |
| 5839 - Fundraising Expenses                                   |      |           |                      |     |                         |                      |
|   | Bill | 3/29/2017 | GALA2017 101346 Le F |     | 9500 - Accounts Payable | \$6,000.00           |
|   | Bill | 4/10/2017 | 416 101346 Le F      |     | 9500 - Accounts Payable | \$6,000.00           |
|   | Bill | 4/18/2017 | C170524A 102096 UC F |     | 9500 - Accounts Payable | \$6,250.00           |
|   | Bill | 4/30/2017 | 94043 102864 De F    |     | 9500 - Accounts Payable | \$2,030.56           |
|   | Bill | 5/4/2017  | 522 102865 Le F      |     | 9500 - Accounts Payable | \$6,000.00           |
| <b>Total - 5839 - Fundraising Expenses</b>                    |      |           |                      |     |                         | <b>\$26,280.56</b>   |
| <b>Total - 5800 - Other Services &amp; Operating Expenses</b> |      |           |                      |     |                         | <b>\$26,280.56</b>   |
| <b>Total - 5000 - Services &amp; Other Operating Expenses</b> |      |           |                      |     |                         | <b>\$26,280.56</b>   |
| <b>Total - Expense</b>  |      |           |                      |     |                         | <b>\$26,280.56</b>   |
| <b>Net Ordinary Income</b>                                    |      |           |                      |     |                         | <b>(\$26,280.56)</b> |
| <b>Net Income</b>   |      |           |                      |     |                         | <b>(\$26,280.56)</b> |

## **EXHIBIT I**

### **Confirmation of Re-Election of Directors**

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to confirm the re-election of each of Martin Frank, David Nickoll, Richard Rosen and Allan Rudnick (collectively, the "Nominees") as a director of the Academy, effective as of March 3, 2016; and

**WHEREAS**, the Bylaws provide that directors shall be elected in staggered terms.

**NOW, THEREFORE, BE IT RESOLVED**, that each of the Nominees be, and they hereby are, confirmed to have been elected to the Board, effective as of March 3, 2016, to serve for a term starting March 3, 2016 and ending March 31, 2019.

## **EXHIBIT J**

### **Approval of Vendor Contract with California Digital Systems**

**WHEREAS**, the Board has been presented with and reviewed the Academy's contract with California Digital Systems for the lease of a digital copier attached hereto as Annex J (collectively, the "CDS Contract"); and

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to approve and adopt the CDS Contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the CDS Contract be, and hereby are, approved, with such changes, additions, deletions, amendments or modifications as any of the Officers deems necessary, proper or advisable.

**Annex J**

CDS Contract





Marvin Jacobo <mjacobo@laleadership.org>

## Digital Copier proposal

Lance Ross <lance@california-digital.com>  
To: Marvin Jacobo <mjacobo@laleadership.org>

Mon, Sep 18, 2017 at 8:40 AM

Good Morning Marvin,

Attached is the upgrade to return for your LD040 that we are paying off. I have also attached the revised proposal showing this as well. If you have any questions, please let me know. Also when you have time, can you call me in the office re: the labels that got stuck in the MP9004 again. I have an idea to help with this issue.

Kind regards,

Lance K Ross  
President  
California Digital Systems  
1-909-373-0197 Work  
1-909-373-0289 Fax  
www.california-digital.com  
lance@california-digital.com



Help CDS! Go Green! Print this email **only when necessary**.

**From:** Marvin Jacobo [mailto:mjacobo@laleadership.org]  
**Sent:** Friday, September 15, 2017 11:41 AM  
**To:** Lance Ross <lance@california-digital.com>  
**Subject:** Fwd: Digital Copier proposal

[Quoted text hidden]

### 2 attachments

**La Leadership Rturn invoice.pdf**  
94K

**LALeadershipAcademy MP4002SP.doc**  
71K



**REMIT TO:  
WELLS FARGO VENDOR FIN SERV**

**UPGRADE TO RETURN QUOTE**

**DATE: 09/15/2017**

**TO: Los Angeles Leadership Academy  
FROM: Sales Support Group**

**LESSEE NAME: Los Angeles Leadership Academy  
LEASE NUMBER: 7725846-003**

|                                   |                 |
|-----------------------------------|-----------------|
| <b>REMAINING RENTS:</b>           | <b>\$745.00</b> |
| <b>SERVICE &amp; MAINTENANCE:</b> | <b>\$0.00</b>   |
| <b>EARLY RETURN FEE</b>           | <b>\$0.00</b>   |
| <b>SALES TAX:</b>                 | <b>\$0.00</b>   |
| <b>LATE CHARGE BREAK OUT:</b>     | <b>\$0.00</b>   |
| <b>INSURANCE DUE:</b>             | <b>\$0.00</b>   |
| <b>LESS DISCOUNT:</b>             | <b>\$74.50</b>  |
| <b>PROPERTY TAX:</b>              | <b>\$0.00</b>   |
| <b>PREPAY PREMIUM:</b>            | <b>\$0.00</b>   |
| <b>REMOVAL FEE:</b>               | <b>\$0.00</b>   |
| <b>REMOVAL FEE:</b>               | <b>\$0.00</b>   |
| <b>EVERGREEN RENTS:</b>           | <b>\$0.00</b>   |
| <b>OTHER CHARGES:</b>             | <b>\$0.00</b>   |
| <b>VENDOR MONEY:</b>              | <b>\$0.00</b>   |
| <b>WHOLESALE ADJUSTMENT VALUE</b> | <b>\$378.93</b> |

**UPGRADE TO RETURN: \$1,049.43**  
**\*\*\* The above quote contains an early termination fee of : \$0.00**

**NOTE: THE UPGRADE AMOUNT IS GOOD ONLY IF THE NEW LEASE GOES THROUGH <<Common 7>>.**

**QUOTE GOOD THRU: 10/15/2017**

**RETURN OF EQUIPMENT:** Once funds for the Return Upgrade have been applied return instructions will be released to the lessee. The lessee will be responsible for all shipping and handling charges. If an additional copy is required please contact us. Future billing on the lease will continue until the equipment has been received. The security deposit is refundable only after receiving the equipment back in good working condition.

## Notices

Payment by Customer pursuant to this invoice shall be conclusive evidence of Customer's agreement to be bound by this invoice, whether or not Customer countersigns this invoice. By payment of the buyout amount set forth herein, Customer acknowledges that payment of the included prepayment fee or early termination fee (if indicated herein) is a condition of Financing Company's acceptance of Customer's early prepayment and termination of the financing/leasing transaction and agrees to the assessment of such fee.

If the equipment/collateral/property ("Property") subject to and securing the Contract secures any other account(s)/contract(s) that Customer has with Financing Company, then the payoff/buyout of the Contract will NOT, in the absence of Financing Company's express written agreement to do so, release and/or terminate Financing Company's interest in such Property nor obligate Financing Company to release and/or terminate such interest. If the Property subject to and securing the Contract does not secure any other account(s)/contract(s) that Customer has with Financing Company, then a wire transfer is required if Customer would like to have any liens/titles released and/or transferred within a commercially reasonable time. Providing that any and all amounts paid have been recognized as good and available funds, liens/titles will be released and/or transferred by Financing Company (at Customer's prior written request and expense) within twenty-one (21) days after Customer's prior written request for such release and/or transfer instrument which shall be in form satisfactory to Financing Company.

If Customer is buying out the Property, it is being sold and delivered by Financing Company and purchased and accepted by Customer "AS IS" and "WHERE IS", WITH ALL FAULTS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, including without limitation, the quality, content, condition, merchantability, or fitness for a particular purpose of the Property and no warranties against patent infringement or the like. Customer agrees to be responsible for, and agrees to indemnify, save and hold harmless Financing Company from and against any and all (i) taxes, license fees, other fees and assessments of any kind or nature assessed or imposed by any domestic or foreign governmental entity or taxing authority; and (ii) liabilities, obligations, losses, damages, penalties, claims, actions and suits resulting therefrom and imposed upon, incurred by or asserted as a consequence of, the sale of the Property to, or the ownership, possession, operation or use of the Property by, Customer.

**Anti-Money Laundering:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who enters into a transaction with us. What this means for you is that when a transaction contemplated hereunder is consummated, we will ask for your name, address, and other information that will allow us to identify your identity. We may also ask to see identifying documents.

**Acceptable Forms of Payments:** We will accept payment in the form of company checks, (or personal check in the case of sole proprietorships), direct debit, or wires only. Cash, money orders, cashier's checks, traveler's checks and other cash equivalents are not acceptable forms of payment and such forms of payment may delay processing or be returned; provided that we may elect to accept a bank check, cashier's check or certified check for payment involving the settlement of an account or the release of a lien or title if we can validate the source of payment to our satisfaction. Furthermore, only you or your authorized agent as approved may remit payments on these accounts.

**Disputed Payments:** Without prejudice to any of our rights and remedies under your contract with us, all written communication concerning disputed amounts, including any check or other payment instrument that (a) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (b) is tendered with other conditions or limitation must be mailed or delivered to us at the correspondence only address and not to the payment address.

**Correspondence:** All correspondence should be sent to the following correspondence only address. Please include your Billing ID number on all communication: PO Box 3072  
Cedar Rapids, IA 52406-3072

**Sales, Use, Rental Tax (Tax):** The sales tax rate is determined by the location of the Property subject to the Contract. If you have moved the Property subject to the Contract recently, complete the change of address below. If you are sales tax exempt, fax a completed, signed exemption certificate, including your account schedule number, to the fax number on the front of the invoice or mail a copy to the correspondence only address on the front of the invoice, Attention: Sales Tax Exemption Dept.

**Property Tax:** Personal Property tax is assessed on the Property subject to the Contract as required by the applicable local taxing authority. We pay the tax and bill you for reimbursement as agreed to in your Contract. If you have paid your taxes directly to the taxing authority in error, please contact them for refund instructions.

### Asset Details

| ACCOUNT    | Asset no | YEAR | QTY | MAKE   | MODEL    | S/N         | DESCRIPTION   |
|------------|----------|------|-----|--------|----------|-------------|---------------|
| 7725846003 | 0001     | 2013 | 1   | LANIER | LD040SPF | M5585500789 | LANIER COPIER |



# California Digital Systems

EQUIPMENT ORDER FORM

1298 W Ninth St. Upland, Ca 91786 – Office: (888) 787-4880 – Fax: (909) 373-0289 - Email: jake@california-digital.com

|  |                                      |
|--|--------------------------------------|
| <b>Bill To: Company Name</b><br>Los Angeles Leadership Academy | <b>Ship To: Company Name</b><br>SAME |
| <b>Contact / Title</b><br>Marvin Jacobo                        | <b>Contact / Title</b>               |
| <b>Address / Suite #</b><br>234 E. Ave 33                      | <b>Address / Suite #</b>             |
| <b>City, State, Zip</b><br>Los Angeles, CA, 90031              | <b>City, State, Zip</b>              |
| <b>Phone:</b><br>(323) 227-7719                                | <b>Phone:</b>                        |
| <b>Fax:</b><br>(323) 227-7721                                  | <b>Fax:</b>                          |
| <b>Email:</b><br>Marvin Jacobo <mjacobo@laleadership.org>      | <b>Email:</b>                        |

| Quantity | Description   | Part Number | Unit Price | Amount |
|----------|---|-------------|------------|--------|
| 1        | Ricoh/Lanier MP4002SP Digital Copier (lease return) 40PPM   |             |            |        |
| 1        | 100 Sheet Auto Reversing Document Feeder  |             |            |        |
| 1        | Auto Stackless Duplex System  |             |            |        |
| 1        | 100 Sheet Multi bypass tray   |             |            |        |
| 4        | 500 Sheet universal Paper trays   |             |            |        |
| 1        | Print/Scan option w/scan to file/email  |             |            |        |
| 1        | Finisher/with hole punch  |             |            |        |
| 1        | Post Script for macs  |             |            |        |
| ***      | 60 Month 0 down \$88.00 + Tax   |             |            |        |
|          | Service covers all parts, labor and supplies including toner, but no paper. Billed monthly based on volume per copy and print @ .007. |             |            |        |
|          | CDS WILL CANCEL LEASE, PAYOFF UPTO \$1049.43 AND RETURN LANIER I.D 040 N/C  |             |            |        |

Salesperson's Signature \_\_\_\_\_  
Salesperson's Name Lance Ross(house deal)  
Buyer's Signature \_\_\_\_\_  
Buyer's Name / Title \_\_\_\_\_  
Date: 8/1/2017  
Trade-in Make/Model \_\_\_\_\_  
Trade-in Serial Number \_\_\_\_\_

|                        |
|------------------------|
| <b>Lease Info:</b>     |
| Leasing Co: _____      |
| Monthly Payment: _____ |
| \$ _____               |
| Lease Term: _____      |
| Lease Rate: _____      |
| Other Info: _____      |

Delivery & Install: No Charge

Subtotal: \_\_\_\_\_

Sales Tax: \_\_\_\_\_

TOTAL: \_\_\_\_\_

Less Trade-In: \_\_\_\_\_

Less Deposit: \_\_\_\_\_

Balance Due: \_\_\_\_\_

**DELIVERY INSTRUCTIONS:** Stairs / Front Elevator / Rear Entrance / Elevator / Loading Dock \_\_\_\_\_

## Terms – Conditions – Warranties

- 1) TITLE: Title to the equipment described on the reverse side document shall remain in CALIFORNIA DIGITAL SYSTEMS, (hereinafter called "CDS") until the purchase price in full is received at CDS' place of business.
- 2) PAYMENTS: If the Purchaser of said equipment (hereinafter called "Buyer") fails to pay CDS' invoices for said equipment when due, CDS may elect to:
  - a) Declare the entire sum then owing, to be immediately due and payable, and bring suit to recover said sum, or
  - b) Enter upon the premises of Buyer, or the premises where the equipment or any part thereof is located, and take possession thereof, and, as permitted by law, retain all payments made by Buyer as reasonable rental for the use of said equipment. Buyer hereby grants such permission to enter and waives, as consistent with law or public policy all claims and right of action for damages caused by such entry.
- 3) RISK OF LOSS: Notwithstanding Paragraph 1 above, it is specifically agreed between the parties that the risk of loss shall pass to Buyers as soon as the equipment is delivered to common carrier, licensed trucker, or to buyer and that risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach.
- 4) DELIVERY:
  - a) CDS reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent delivery of any installment which shall not relieve Buyer of its obligation to accept the remaining installments
  - b) Buyer shall pay for equipment delivery charges as specified on the reverse of this document.
  - c) CDS is not liable for failure to deliver or for delays in delivery because of causes beyond CDS' control including, but not limited to, lockouts, fires, embargoes, war or outbreak of hostilities, civil insurrection, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, receipt of orders from all sources in excess of CDS' or its suppliers then scheduled production capacity, or other causes beyond CDS' control.
  - d) This order shall not be cancelable by Buyer for delays in delivery or other cause until ten days after written notice of such intention to cancel shall have been actually received by CDS, and Buyer shall be obligated to accept any portion of the goods shipped or delivered by CDS during such period.
- 5) ACCEPTANCE: The signing of the sales order form constitutes an offer by Buyer to purchase the goods described therein and for the prices and terms specified, and such offer does not become binding until accepted by CDS at its' home office.
- 6) GOVERNING LAW: This contract shall be governed by and construed according to laws of the State of California. It is expressly understood and agreed by the parties that the contract is entered into at the office of CDS where acceptance of this contract is made.
- 7) WARRANTIES:
  - a) New Equipment and Accessories
    - i) Seller warrants that the goods covered by this order will be, when delivered to buyer, of merchantable quality and will be free from defects in workmanship and material for a period of 30 days from the date of delivery or 10,000 copies, whichever occurs first, by Buyer under ordinary use and conditions. Seller's obligation hereunder is expressly limited to the repair or replacement (at Seller's option) of any such defects as are returned to Seller's office freight prepaid within the warranty period, and which are, upon inspection by Seller, proven to be defective. If not repaired or replaced by Seller, Seller's liability shall be limited to the stated selling price of such defective part or parts. Other parts not under warranty will be at such costs as Seller may from time to time generally establish. In no event shall Seller be liable for any resulting or consequential damages for failure to repair or replace any defective part or parts.
    - ii) Upon request of Buyer, Seller will, for a period of 30 days from date of installation of the equipment described in this order, make all necessary adjustments, repairs, and/or parts replacements to keep said equipment in good working order, provided that such adjustment, repair or replacement is not required because of negligence, misuse, or equipment alteration by any person other than an employee of Seller.
    - iii) It is understood that consumables (fuser rollers, drums, developer, toner, etc) carry separate warranties and are not covered by the above expressed warranties. The above described consumables will be replaced by Seller on a pro-rata basis only
  - b) Reconditioned Equipment and Accessories
    - i) Reconditioned equipment means used equipment which has been subject to the following processes by Seller: (1) Cleaning, (2) Inspection, (3) Replacement of defective or worn components with new, remanufactured or used components, (4) Installation of all modification kits deemed necessary by Seller, and (5) operational testing
    - ii) All warranties described under paragraph 7(a) above for new equipment and accessories apply to reconditioned equipment.
  - c) Used Equipment/Sold "As is". "As is" equipment sold under this contract is purchased by Buyer "As is" and Seller does not warrant any EXPRESS WARRANTIES of any kind for said "As is" equipment. There are no other warranties which extend beyond the face hereof. All other warranties express or implied are hereby excluded.
  - d) Exchange: If, at Seller's option, any equipment is exchanged, the warranty in effect on the replaced equipment shall continue on the replacement for a maximum of 30 days from the date of the delivery of the original equipment.
- 8) ATTORNEY'S FEES: In any action brought on or under this contract, the prevailing party shall be entitled to all costs, including reasonable attorney's fees.
- 9) FINALITY OF THIS WRITING: This agreement constitutes the entire contract and exclusively determines the rights and obligations of the parties hereto, any prior course of dealing, custom, or usage of trade, or course of performance notwithstanding. No oral representations made by any employee or agent of the parties, and not included in this written document will be considered as a part of this agreement. This agreement may not be modified or terminated except in writing, signed by the Buyer and an officer of Seller.

## Digital Copier / Printer Connection Agreement

California Digital Systems agrees to provide the following services as part of the installation of the product(s) purchased with this order:

- 1) **EXISTING NETWORK:** Connection of the copier/printer(s) to the customer's existing network. A connection is defined by California Digital Systems as successful printing of a test page from our product on the customer's network. The existing network must meet minimum industry standards appropriate for the network topology and must be free from defect. The network environment must be correctly identified by the customer in CDS' Network Analysis Form (CNAF) and submitted to California Digital Systems prior to the completion of this order and before connection takes place. *California Digital Systems shall not be liable for any special, indirect, consequential, or punitive damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to any interruption of business, damage to customer's computers or network, even if the customer has been advised of the possibility of damages.*
- 2) **CABLE REQUIREMENTS:** A UTP patch cable to connect the copier/printer(s) to a network port is included with this installation. An active network port must be located within 15 unobstructed feet from the copier/printer where the UTP patch cable can safely connect the copier/printer to the network port. If the copier/printer is to be connected directly to a workstation via a parallel cable rather than into a network port, the workstation must be located no more than 6 feet from the copier/printer. Cable runs and network port installations will be at an additional charge.
- 3) **WORKSTATION INSTALLATIONS:** Installation and configuration of the manufacturer's software and drivers on a maximum of 5 workstations and one server is included in this connection. Additional workstations may be configured at an extra charge.
- 4) **SUPPORTED APPLICATIONS:** A test print will be completed from up to five Windows-based applications listed only on the CNAF form and is supported by the copier/printer manufacturer. Applications written for the DOS operating system contain their own printer drivers, and compatibility with new equipment may be attempted but not guaranteed. Similarly AS/400 applications may or may not utilize print streams compatible with this copier/printer.
- 5) **LABOR HOURS:** *One site visit and three hours* of labor have been allocated to this installation based on an average installation time of one hour. This site visit must be scheduled and completed within 30 days from the date of this agreement. Delays in scheduling on the part of the customer which cause the installation to exceed 3 hours will be assessed the hourly labor charge for any hours over 3. Similarly, if delays by the customer cause the date of network connection to exceed 30 days from the date of this agreement, hourly labor charges will be necessarily be assessed.
- 6) **ADDITIONAL LABOR:** Additional time expended and/or services required past the scope of this agreement will be billed to the customer at an hourly rate of \$125. This included non-printing related services, such as scanning, software installation, and resolving problems with hardware or software at the customer site during the connection process, etc. Additional travel time will be billed at 1/2 of the hourly rate.
- 7) **RESCHEDULING:** Connections that need to be rescheduled due to problems with the customer site are subject to a \$75 fee, and the hours expended will be applied towards the 3 hours reserved for installation.
- 8) **IP UNIT SERVICE COVERAGE (OPTIONAL, STANDARD WITH CPC CONTRACTS):**  
ITEMS THAT ARE COVERED: a) Hardware configuration and installation due to network card failure, CIC card failure, motherboard failure or hard drive failure. b) Access to download software and firmware upgrades provided by the manufacturer for applications on Network Analysis Form.  
ITEMS THAT ARE NOT COVERED: a) Any reconfiguration of hardware or software after initial installation. b) Issues originating with customer's network configuration. c) Unsupported applications.
- 9) **SERVICES:** It is understood and agreed that California Digital Systems services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by the client.
- 10) **TRAINING:** Up to 30 minutes of copier (main body) key-operation training is provided free of charge to customers on the same date of post-setup inspection. Up to 30 minutes of print controller and driver operation training is provided free of charge to customers on the same date of print controller connections. Rescheduling for training and training beyond the first 30 minutes are subject to an additional charge of \$125/HR.
- 11) **POST-INSPECTION SUPPORT:** California Digital Systems provides support for customers on Service Contracts only. Support may be in the form of phone support, on-site support, off-site support, etc., depending on the Service Contract option(s) purchased. Customer not on a Service Contract is not eligible for support, phone or otherwise. There is no automatic support or "grace" period for support.
- 12) **Questions regarding the connection of your copier/printer to your network or the availability of additional networking services may be directed to the Technical Support of California Digital Systems at 888-787-4880.**

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Authorized Signature

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Technical Contact

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Print Name & Title

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Phone Number



## **EXHIBIT K**

### **Approval of Suicide Prevention Policy**

**WHEREAS**, the Board has been presented with and reviewed a copy of the Academy's suicide prevention policy (the "Suicide Prevention Policy"); and

**WHEREAS**, the Board deems it advisable and in the best interests of the Academy to approve and adopt the Suicide Prevention Policy.

**NOW, THEREFORE, BE IT RESOLVED**, that the Suicide Prevention Policy be, and hereby is, approved, with such changes, additions, deletions, amendments or modifications as any of the Officers deems necessary, proper or advisable.