# EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

### Between

# EAST SHORE LEADERSHIP ACADEMY

And

**BOLD EDUCATION CONNECTIONS, LLC** 

2024-2029

## EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement ("Agreement") is made and entered into as of the 1st day of July, 2024, by and between Bold Education Connections, LLC, (hereafter referred to as "BEC"), a Michigan Limited Liability Company located at 7257 State Rd., Apt. A, Burtchville, Michigan, and East Shore Leadership Academy ("Academy") located at 1403 7<sup>th</sup> St., Port Huron, Michigan, by and through its Board of Directors ("Board") formed under Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Complied Laws located in Michigan. BEC and the Academy and Board are collectively referred to in this Agreement as the parties.

#### RECITALS

The Academy is a public school academy, organized under the Code. The Academy has been issued a contract, dated July 1, 2024 (the "Contract"), from the Northern Michigan University Board of Trustees (the "Authorizer") to organize and operate a public school academy. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

BEC specializes in providing educational institutions with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. BEC's products and services are designed to serve the needs of a diverse student population.

The Academy and BEC desire to create an enduring educational partnership, whereby the Academy and BEC will continue working together to bring educational excellence and innovation to the Port Huron area, based on BEC's school design, comprehensive educational program, institutional principles and management methodologies.

the terms of this Agreement and the in accordance with the Contract. BEC shall comply with all terms and conditions of the Contract to the extent BEC is performing services on behalf of the Academy. BEC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

- or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of BEC. The relationship between BEC and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with the Board's fiduciary duties governing the operation of the Academy and the Board's statutory, contractual, and fiduciary responsibilities under the Contract and applicable law. The Academy's duties and responsibilities under the Contract and applicable law shall not be limited or rendered impossible by any action or inaction of BEC. No provision of this Agreement shall restrict the Board from waiving its governmental immunity or require the Board to assert, waive, or not waive its governmental immunity. Further, no provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.
  - D. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of BEC shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, BEC and its employees are designated as agents of the Academy having legitimate educational interest for the limited purpose of allowing them access to educational records under the federal Family Educational Rights and Privacy Act (FERPA).

community, for joint implementation by the BEC and the Board.

Specific Functions. The services BEC will provide the Academy include, but are not E. limited to the following, which shall be consistent with the Board's legal obligations under the Contract and applicable law:

## Operational Public School Academy Services

- Financial 1.
  - \* Develop salary schedules
  - \* Select benefit packages
  - \* Determine retirement options
  - \*Develop proposed budget
- **Educational Planning** 2.
  - \* Coordinate with the Board the writing of the curriculum expansion
  - \* Recommend methods of assessments
  - \* Coordinate with the Board the writing and developing of the school improvement plans
  - \* Assist in seeking accreditation through North Central Association/Education
  - \* Assist in the development and planning of technology needs through the School Improvement Plan
- Staff Development 3.
  - \* Workshops and seminars
  - Professional Growth activities
- Problem Solving 4.
  - \* Personnel issues
  - \* Conflict resolution
  - \* Student/parent/teacher issues
  - \* Safety issues
- Compliance Issues 5.
  - \* Membership reports
  - \* Annual reports
  - \* Annual audits
- Equipment/Furniture 6.
- Contracted Services (as needed)
  - \* Maintenance (building)
  - \* Cleaning supplies/equipment
  - \* Snow removal
  - \* Lawn service
  - \* Painting
  - \* Landscaping
  - \* Parking lot maintenance
- Reporting 8.
  - \*Information auditors reasonably request
  - \*Reports on operations, finances, and student performance
  - \*Monthly financial statements
  - \*Compensation and fringe benefits of employees

recruitment of students subject to agreement on general recruitment and admission policies adopted by the Board. Application for admission into the Academy by or for students shall be voluntary, and shall be in writing. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

- I. <u>Legal Requirements</u>. BEC shall assist in providing educational programs that meet applicable laws and regulations, and the requirements imposed under the Code and the Contract.
- J. <u>Rules and Procedures</u>. BEC shall recommend reasonable rules, regulations and procedures applicable to the Board. BEC is authorized and directed to enforce such rules, regulations and procedures adopted by the Board. Nothing in this section shall limit the authority or discretion of the Board to adopt rules and procedures applicable to the Academy.
- K. <u>School Years and School Day</u>. The school year and the school day shall be scheduled as required by law and as set forth in the Contract.
- L. Additional Grades and Student Population. BEC, in connection with the academy administrator shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Contract. The Board shall be responsible for determining the number of grades offered and the number of students per grade, consistent with the requirements set forth in the Contract.
- M. Data Security Breach. In the event the Academy experiences a data security breach of personally identifiable information from the Academy's education records not suitable for public release, BEC shall assist the Academy, in accordance with MCL 445.72 and Board policy for such breaches, by taking appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.

#### **ARTICLE IV**

(7) Grants and donations received by the Academy (except to the extent BECis not required or involved insoliciting, administering, or managing such grants and/or donations).

The Academy shall pay the Fee on a monthly basis and such payments shall be due within three (3) days of the Academy's receipt of its State School Aid installments. The parties agree that the Fee amount is reasonable compensation for the provision of the services provided by BEC. If the provisions of this Agreement regarding the Fee and reimbursement are determined to result in private business use of the Academy's facilities under Rev. Proc. 2017-13 (and as may be further amended), the parties agree to renegotiate the Fee and reimbursement provisions of this Agreement as necessary to maintain the qualified use and tax-exempt nature of any Academy bond funded property.

В.

No Related Parties or Common Control. BEC will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and BEC that none of the voting power of the governing body of the Academy will be vested in BEC or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of BEC will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and BEC will not employ the same individuals. Further, the Academy and BEC will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended. No BEC owner, officer, director, employee, or agent shall be designated as the Chief Administrative Officer of

expense. BEC is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether BEC receives an advancement of its costs or the payment of services from the Academy.

- D. <u>Time and Priority of Payments</u>. The Fee due to BEC shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. BEC shall receive the Fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each school year and ending in August of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Payments due and owing to BEC shall be made by the Academy to BEC within three (3) days of its receipt of the SSA installments.
  - E. Other Revenue Sources. In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education, the Academy and BEC shall endeavor to obtain revenue from other sources. In this regard:
    - (1) The Academy and/or BEC shall solicit and receive grants and donations consistent with the mission of the Academy.
    - (2) Academy and/or BEC may apply for and receive grant money, in the name of the Academy subject to the prior approval of the Board.
    - (3) To the extent permitted under the Code and approved by the Board, BEC may charge fees to students for extra services such as summer and after school programs, athletics, etc., and charge non-Academy students who participate in such programs. BEC and the Academy will split all revenue collected, in a proportion agreed upon by the parties in advance of BEC conducting such programs, less expenses to the Academy caused by such programs, if not

explanation of variances.

- (4) Level of compensation and fringe benefits of employees assigned to the Academy.
- (5) Other information on a periodic basis to enable the Academy to monitor BEC's educational performance and the efficiency of its operations of the Academy.
- H. Access to Records. BEC shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of BEC, and shall retain all of said records in accordance with the Contract and applicable law. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act and shall be physically stored at the Academy's physical facilities or directly accessible at the Academy facility and shall be maintained in accordance with the policies of the Michigan Department of Education (the "Department"). All records shall be kept in accordance with applicable State and Federal requirements. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly assessable at the Academy facility. BEC and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. The Academy and BEC agree that employees of BEC, to the extent they have a legitimate educational interest in so doing, are authorized access to educational records under 20 U.S.C. § 1232g, 34 CFR 99 the Family Educational Rights and Privacy Act ("FERPA"), provided the Academy disseminates the notice required pursuant to FERPA and its related regulations, and the Academy may disclose confidential data and information to BEC, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, FERPA; the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973,

operating the Academy and the educational program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy and determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount, as may be amended from time to time.

- J. Annual Audit. The Board shall select and retain an independent auditor, and shall pay for an annual financial audit to be conducted in accordance with the Contract and applicable state law. BEC shall cooperate with said auditor and will make sure that all Academy's financial records and BEC records related to the Academy will be made available to the Academy, the Academy's independent auditor, and the Authorizer upon request. BEC shall not be permitted to select, retain, evaluate or replace the independent auditor.
  - K. Payment of Academy Funds. The Academy shall invest and deposit funds received by the Academy in accordance with the Contract and applicable law. BEC and any owner, officer or employee of BEC shall not be a signatory on any financial, banking or depository account of the Board. Only a Board member properly designated annually by Board resolution may be designated as a signatory on any Academy account. All interest earned on Academy depository accounts shall accrue to the Academy.
  - L. <u>Compliance with the Contract</u>. BEC shall make information concerning the operation and management of the Academy, including without limitation the information described

shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-compete, no-hire, or similiar agreements of any nature that prohibit or restrict the Academy from hiring instructional staff that perform work at the Academy. Evaluation and compensation systems administered by BEC shall comply with all applicable laws, including Sections 1249, 1249a, 1249b and 1250 of the Revised School Code and any successor statute that is substantially similar to Sections 1249, 1249a, 1249b and 1250.

- foundation of this partnership, and because the responsibility of a principal ("Principal") is critical to its success, the Principal will be an employee of BEC and BEC will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract with the Principal, and the duties and compensation of the Principal, shall be determined by BEC with the consent of the Board. The Principal and BEC, in turn, will have similar authority to select and hold accountable the teachers in the Academy.
  - thereafter, BEC shall recommend to the Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Board shall determine the number and applicable grade levels and subjects of the Academy. BEC shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Board and the Contract. These teachers shall be employees of BEC or of a subcontractor approved by the Academy Board. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth by the Contract. Such teachers may, at the discretion of BEC, work at the Academy on a full or part time basis, provided that if teachers work at the

- under the Revised School Code, including but not limited to contracting with the ISD or a third party to provide Special Education services.
- F. Training. BEC shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Such methodology shall at a minimum utilize BEC's teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Code. Non-instructional personnel shall receive such training as BEC determines as reasonable and necessary under the circumstances.
  - G. Criminal Background Checks. As part of its services under this Agreement, BEC will, to the extent permitted by applicable law, be responsible for arranging for criminal background and conduct checks on its employees assigned to the Academy to ensure that the Academy fulfills its responsibilities to: a) conduct criminal background and record checks required by Applicable Law; and, b) maintain evidence that it has performed such actions.
    - 1. **Criminal Background Checks.** Pursuant to the requirements of Sections 1230 and 1230a of the Code, the Academy shall perform a criminal history check through the Michigan State Police ("MSP"), as well as a criminal records check through the Federal Bureau of Investigation ("FBI"), with regard to all persons assigned by BEC under this Agreement who regularly and continuously work in any of the Academy's facilities or at any other sites where the Academy delivers educational programs and services.
    - 2. **Designation of LASO**. The Board has designated a BEC employee as the Academy's local agency security officer ("LASO") and has granted the designated LASO access to the MSP's Criminal History Record Internet Subscription Service

- 4. **Non-employment for Listed Offenses.** BEC agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in the Academy's facilities or other sites where the Academy delivers educational programs and services if such person has been convicted of any of the following offenses:
  - (i) Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
  - (ii) Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised Academy Code, MCL 380.1535a; 380.1539b; or
  - (iii) Any felony. Provided, that with prior written approval of the Board, an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at the Academy facilities or other sites where the Academy delivers educational programs and services may be permitted to perform such services when, in the judgment of the Board, that individual's presence will not pose a danger to the safety or security of the Academy students or employees; or
  - (iv) Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Code.
  - (v) Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
  - (vi) Any other offense that would, in the judgment of the Academy, create a potential risk to the safety and security of students serviced by the Academy or employees (if any) of the Academy.

The Academy reserves the right to refuse BEC's assignment of any individual, agent or employee of BEC to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the Board's judgment, unfitness to perform services under this Agreement.

H. Unprofessional Conduct Checks. Before hiring or engaging an applicant for assignment at the Academy under this Agreement, BEC shall conduct an Unprofessional Conduct Disclosure in a manner that mirrors the requirements of Section 1230b of the Code that would apply in the event the Academy were hiring the individual, MCL 380.1230b. BEC further acknowledges and agrees that worksite employees or any other individuals set forth herein shall

- B. Termination by the Academy. The Academy may terminate this Agreement with cause prior to the end of the term in the event that BEC should fail to remedy a material breach within sixty (60) days after written notice from the Academy. Material breach may include, but is not limited to, violation of this Agreement, violation of the Contract, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), any action or inaction by BEC that places the Contract in jeopardy, or unreasonable failure to meet performance standards.
- Change in Law. If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) days further written notice.
  - E. D. Effective Date of Termination. Any termination of the Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another Educational Service Provider ("ESP") (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-mange) in mid school year is strongly discouraged and will be disapproved by the Authorizer absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school's operations. Expiration. Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this Agreement, whether with or without cause, BEC shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at

benefit and tax obligations related to services provided by BEC to the Academy.

G. No Penalty Early Termination. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and BEC shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.

#### ARTICLE IX

## PROPRIETARY INFORMATION

Α.

Proprietary Information. The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by BEC at the direction of the Board with Academy funds. BEC owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by BEC, curriculum and educational materials developed by BEC not using funds from the Academy. BEC and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and BEC each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. BEC's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

BEC contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, BEC shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

The parties acknowledge and Indemnification of Northern Michigan University. В. agree that the Northern Michigan University Board of Trustees, Northern Michigan University and its members, officers, employees, agents or representatives (for purposes of this paragraph, collectively referred to as "the University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, BEC hereby promise to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with Northern Michigan University Board of Trustees' approval of the Academy's application, Northern Michigan University Board of Trustees' consideration of or issuance of a Contract, BEC's preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by BEC, or which arise out of the failure of BEC to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Northern Michigan University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against BEC to threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse affect on its ability to perform its obligations under this Agreement.

#### **ARTICLE XIII**

#### **MISCELLANEOUS**

- A. <u>Sole Agreement</u>. This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and BEC. If the Academy and BEC wish to enter into a lease, execute promissory notes or other negotiable intsruments, or enter into a lease-purchase agreement or other financing relationships, such agreements must be separately documented and approved and must comply with the terms of the Contract, Authorizer policies and applicable law.
- B. <u>Force Majeure</u>. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. <u>Notices</u>. All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnishes by a part to the other party:

## With a copy to:

East Shore Leadership Academy 1403 7<sup>th</sup> Street Port Huron, MI 48060 Attn. President, Board of Directors

Bold Education Connections, LLC Corporate Headquarters 7257 State Rd. Apt. A Burtchville, MI 48059 Attention: Nancy J. Gardner J. Governing Law. This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan.

This Agreement is effective as of the day and year first above written.

**BOLD EDUCATION CONNECTIONS, LLC** 

BY: NANCY J. GARDNER

ITS: President

DATE:

EAST SHORE LEADERSHIP ACADEMY

BY: MARTIN DOORN

ITS: President

DATE:

# RESOLUTION OF EAST SHORE LEADERSHIP ACADEMY BOARD OF DIRECTORS

WHEREAS, Article III, Section 3.6 of the Terms and Conditions of the Contract to Charter as a Public School Academy between the Northern Michigan University Board of Trustees and the East Shore Leadership Academy Board of Directors (the "Academy Board"), authorizes the Academy Board to contract with an educational service provider to provide persons to perform work at the Academy so long as it first complies with the College Charter Schools Office Educational Service Provider Policies ("Policies"), as amended from time to time; and

WHEREAS, Section 504a of the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Section 380.504a of the Michigan Compiled Laws, grants the Academy the power to enter into binding legal agreements with persons or entities as necessary for the operation, management, and maintenance of the Academy; and

WHEREAS, the Academy Board has determined that it is in the best interest of the Academy to hire Bold Educations Connections, LLC;

## NOW, THEREFORE, BE IT RESOLVED:

- 1. That the Educational Service Provider Agreement ("Agreement") between the Academy Board and Bold Education Connections, LLC is approved, subject to College Charter Schools Office review pursuant to the Policies; and
- 2. That Academy Board President is authorized to execute the Agreement on behalf of the Academy so long as its form and substance are the same or similar to the Agreement reviewed by the Academy Board and its legal counsel, and the College Charter Schools Office has notified the Academy Board that the Agreement is not disapproved.

## Secretary's Certification

I, the undersigned, as Secretary of East Shore Leadership Academy Board of Directors certify that the foregoing resolution was duly adopted by the East Shore Leadership Academy Board of Directors at a properly noticed public meeting hold on the 10<sup>th</sup> day of June, 2024 at which a quorum was present, with a vote of \_\_\_\_ for, \_\_\_\_ opposed, and \_\_\_\_\_ abstaining.

By:

Board Secretary