

## CHARTER SCHOOL CLIENT SERVICE AGREEMENT

This AGREEMENT is made this June \* 2025 by and between William C. Abney Academy (hereinafter referred to as "WCAA") and Advance Educational Services, Inc., DBA AccessPoint Educational HR (hereinafter referred to as "AccessPoint") a Michigan Corporation.

### RECITALS

A. WCAA is a public school academy providing public school instruction as a charter school located at 1435 Fulton Street E. Grand Rapids, MI 49503, pursuant to a contract ("Contract") issued by the Authorizer, Ferris State University ("Authorizer").

B. WCAA operates a public school academy under the direction of the WCAA Board of Directors ("Board").

C. AccessPoint is a Michigan Corporation with its offices at 31700 Middlebelt Road, Suite 230, Farmington Hills, Michigan 48334.

D. AccessPoint offers to Michigan public school academies human resource management, staff employment, payroll, benefit administration, business management and other similar services.

E. WCAA desires to engage AccessPoint to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, WCAA hereby contracts with AccessPoint, to the extent permitted by law, specified functions relating to the administration and management services.

F. AccessPoint shall be the employer of all staff working at the Academy ("Worksite Employees") and as such, shall be responsible for all wages, hours, terms and conditions of employment of such Worksite Employees.

G. To the extent that specific Worksite Employees perform an institutional service or function for which the Academy would otherwise use directly employed staff and have a legitimate educational interest in the access and monitoring of students and their educational records, they shall be designated as "school officials" by the Academy under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"). The Academy shall notify parents and stakeholders as required by FERPA of such in its annual notification to families required under FERPA.

THEREFORE, the parties agree as follows:

1. Services Provided by AccessPoint. AccessPoint shall provide contract personnel services as outlined in this Agreement. WCAA may also purchase business services from AccessPoint as indicated in this Agreement.

a) Selection of Worksite Employees. AccessPoint, with input from the Chief Administrator, shall employ and designate to WCAA all such qualified and certified faculty and staff except those work force positions which are listed as "excluded Work Force Positions" on Exhibit A to this Agreement, as may be necessary to accomplish the educational mission of WCAA consistent with the Board approved budget. The Chief Administrator shall be an employee of AccessPoint. AccessPoint reserves the right at any time during the term of this Agreement, on notice to WCAA, and with its concurrence, to re-designate a Covered Employee to an Excluded Work Force Position. The designated Excluded Work Force Positions shall not be covered by this Agreement unless otherwise mutually agreed.



AccessPoint and the Chief Administrator shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Employee Agreements and Compensation. Compensation for all Worksite Employees including, but not limited to, health care and retirement benefits shall be established by WCAA, through its budget, and implemented by AccessPoint. The terms and conditions of such employment shall be set forth in a written employment agreement between AccessPoint and each employee. AccessPoint will not include a non-competition, no-hire, or similar provision in the employment contracts or other agreements with the Chief Administrator or instructional staff that perform work at the Academy, nor will any such provisions be included in any such contracts or agreements for the duration of this Agreement. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to WCAA by AccessPoint, will be provided to the Board by AccessPoint upon request. AccessPoint will provide and accept liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to WCAA or working on Academy operations, as long as WCAA is in compliance with the terms of this Agreement.

c) Health Care Insurance. AccessPoint shall provide all qualified Worksite Employees assigned to WCAA who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, AccessPoint shall be responsible for COBRA compliance and continuation of health benefit plans to terminated Worksite Employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regards to continuation of health insurance shall cease if such cessation is consistent with Federal and State statutes.

d) Retirement Plan. AccessPoint shall make available to all qualified Worksite Employees a retirement plan pursuant to IRC Section 401(k).

e) Payroll Taxes. As the employer, AccessPoint shall report and pay all applicable federal, state and local employee and employer payroll taxes from AccessPoint's own accounts.

f) Payroll Records. AccessPoint shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. Except as provided for in 1 (j), all payroll, benefit and personnel policies and procedures (including evaluations) for Worksite Employees shall be established by AccessPoint in collaboration with WCAA. Evaluation and compensation systems shall comply with the Michigan Revised School Code ("Code").

h) Worker's Compensation Insurance. AccessPoint shall maintain Worker's Compensation insurance during the term of this Agreement on all Worksite Employees assigned to work for WCAA under this Agreement. Upon written request, AccessPoint shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

i) At-Will Employment Relationship. AccessPoint retains the right to hire or not hire any Worksite Employee candidate for employment or to terminate with or without cause any Worksite Employee. In such cases, AccessPoint shall provide written notice to the WCAA.

j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, AccessPoint shall have the right and authority to implement and supervise WCAA's policies and procedures relating to the Worksite Employees. AccessPoint shall make every reasonable effort to act in the best interest of WCAA with regards to WCAA's policy and procedure in exercising control over Worksite Employees. WCAA agrees to cooperate and assist AccessPoint in the implementation and supervision of all such policies and procedures. All personnel policies and directives related to Worksite Employees shall be made with approval of AccessPoint. The Academy shall select and acquire the evaluation system or systems used to conduct professional staff members' evaluations. The Academy shall also establish the corresponding policies and procedures for the evaluations.



k) Recruiting of AccessPoint Relationship Employees. Academy acknowledges that AccessPoint has employees who do not work at the Academy but instead advise and service AccessPoint clients, including the Academy, on human resources, benefits, or other issues ("Relationship Employees"). Academy acknowledges that these Relationship Employees are highly skilled, trained and often have unique value to AccessPoint's business. If, during the term of this Agreement or during the first year following the termination of this Agreement, Academy hires an AccessPoint Relationship Employee, Academy agrees to pay AccessPoint an amount equal to 150% of the Relationship Employee's gross annual salary from AccessPoint (the "Recruiting Commission").

l) References to the Academy Herein. References to the Academy herein shall refer to the Academy Board of Governors. It is acknowledged that the Academy has no employees, and so actions or inactions imputed to the Academy refer to the cooperation by the Academy Board of Governors in the management by AccessPoint of its Worksite Employees and any specific Board action, which must be by resolution, taken at a meeting noticed and open to the public under Michigan's Open Meetings Act. Informal consultation or discussions with individual members of the Academy's Board of Governors shall not bind the Academy Board of Governors unless that consultation or discussion is ratified or adopted by the Board of Governors in a meeting noticed and open to the public under Michigan's Open Meetings Act.

## 2. Hiring, Evaluating, Supervising, Disciplining and Firing

a) AccessPoint shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Worksite Employees consistent with the WCAA approved budget, subject to j above. WCAA may recommend the hiring or termination of a Covered Employee, it being understood that AccessPoint retains full control over all personnel decisions involving Worksite Employees, and ultimate authority to resolve and decide employee grievances and disputes consistent with budgetary limitations. AccessPoint shall consult, seek agreement, and coordinate with its Chief Administrator assigned to WCAA concerning any hiring, evaluating, supervising, disciplining, and termination of assigned staff before formal action is taken. WCAA Board will collaborate with AccessPoint on the selection, compensation and evaluation of the Chief Administrator.

b) On-site Supervision. AccessPoint shall be responsible for on-site supervision directly and through its Chief Administrator assigned to WCAA. The Chief Administrator will serve as the liaison to the WCAA Board on behalf of AccessPoint. The Chief Administrator shall be the on-site consultant for AccessPoint and shall assist AccessPoint with its administrative and personnel responsibilities on WCAA premises. As to all administrative and personnel matters, the Chief Administrator shall coordinate with and report to designated AccessPoint managers and officers at AccessPoint's home office. AccessPoint, after consulting with the Chief Administrator, shall determine the procedures to be employed by Worksite Employees in the day-to-day performance of their job responsibilities. AccessPoint shall make every effort to act in the best interests of WCAA with regard to WCAA's policy and procedure in exercising control over the Worksite Employees. AccessPoint shall make certain that all appropriate guidelines concerning AccessPoint's oversight of Worksite Employees is followed by said Chief Administrator and that its Chief Administrator shall comply with all AccessPoint directives dealing with its responsibilities herein above set forth.

## 3. AccessPoint Requirements.

a) Compliance with Applicable Criteria. AccessPoint assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by AccessPoint are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which WCAA has secured or is seeking accreditation, and the Michigan Department of Education; and (iii) all other applicable policies of WCAA. AccessPoint shall promptly provide to WCAA, within twenty-four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against WCAA or AccessPoint that otherwise threaten the suspension,



revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate WCAA.

b) Employment Laws. AccessPoint shall comply with all applicable federal, state, and local employment laws. AccessPoint shall comply with the Fair Labor Standards Act and control all overtime.

c) No provision of this Agreement or action of AccessPoint or the Chief Administrator shall cause the WCAA Board to assert or to waive its governmental immunity.

d) No provision of this Agreement shall interfere with the WCAA Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open meeting Act.

e) Records. AccessPoint shall maintain actual time records and, through its Chief Administrator, verify the accuracy of all wage and hour information provided to AccessPoint at the end of each pay period. AccessPoint shall verify the accuracy of all wage and salary reports which shall be supplied to WCAA by AccessPoint at the end of each pay period. ACADEMYWCAA shall not pay any wages, salaries or other compensation, including employee benefits, without informing AccessPoint in writing. By not later than November 1<sup>st</sup> of each year, AccessPoint shall provide the WCAA Board with the average salary for New Teachers and Veteran Teachers assigned to WCAA and the average salary for support staff assigned to WCAA, including but not limited to student-facing paraprofessionals, food service workers, bus drivers and literacy coaches, so that WCAA can comply with the website posting requirements.

f) Employee Benefits. WCAA shall provide to AccessPoint a written statement with regard to any policies concerning employee compensation, evaluation and benefits. These policies shall comply with all federal, state and local governmental laws and regulations. AccessPoint shall work with the WCAA Board to construct salary, wage and/or benefits based on the WCAA Board's budget, for all Worksite Employees.

g) Safety Requirements. AccessPoint shall comply with all safety, health and work laws, regulations and rules at its own expense. AccessPoint shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving Worksite Employees shall be reported immediately to AccessPoint by the Chief Administrator or designee. WCAA shall cooperate with AccessPoint's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect WCAA's property.

h) Insurance. AccessPoint shall maintain such policies of insurance as required by the Charter Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). AccessPoint's insurance is separate from and in addition to the insurance the WCAA Board is required to obtain under the Charter Contract.

i) Compliance with Authorizer ESP policies. AccessPoint will be responsible for complying with Authorizer ESP policies to the extent that such policies apply to human resource services support. AccessPoint will be responsible for supplying information that they have in their possession in regards to the Services included in this Agreement.

j) Compliance with WCAA's Charter Contract. AccessPoint agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with WCAA's obligations under the WCAA Charter Contract issued by Ferris State University Board of Trustees. The provisions of the WCAA Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

k) Compliance with Section 503c. On an annual basis, AccessPoint agrees to provide the WCAA Board, to the extent that such documents are in its possession, with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the WCAA Board shall make the information available on the WCAA's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.



l) Notice requirements. AccessPoint shall notify the WCAA Board if any principal or officer of AccessPoint, or AccessPoint (including any related organizations or organizations in which a principal or officer of AccessPoint served as a principal or officer) as a corporate entity, files for bankruptcy protection or has filed for bankruptcy protection within the last five (5) years.

4. WCAA Requirements. WCAA shall provide the following:

a) Personnel Requirements. Advise AccessPoint of the faculty and staff required by WCAA to perform its mission, consistent with its approved budget.

b) Establish the budget from which AccessPoint shall develop salary, wage and benefits for Worksite Employees.

c) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against WCAA and name AccessPoint as an additional insured.

d) Financial Reports. Prepare annual budgets and all required financial reports for WCAA.

e) Employment Laws. Although AccessPoint and the Chief Administrator are responsible for all aspects of the employment relationship between Worksite Employees and AccessPoint, and the services they provide to the Academy, in fulfilling its duties under this Agreement, WCAA shall comply with all applicable federal, state and local employment laws. WCAA shall comply with the Fair Labor Standards Act and report all overtime to AccessPoint.

f) Discipline, Layoff, or Termination of Worksite Employees. WCAA agrees that only AccessPoint and the Chief Administrator may discipline, layoff or terminate Worksite Employees. Thus, WCAA agrees to comply with all AccessPoint personnel policies and procedures, directives, both general and specific, regarding the discipline, layoff, or termination of Worksite Employees to the extent those directives reasonably consider the policies, procedures, rules, regulations, mission and curriculum established by the ADADEMY Board. WCAA further agrees to immediately notify AccessPoint of any material change in the current business operations of WCAA.

g) Personnel Issues. In the event WCAA becomes dissatisfied with the performance of any Covered Employee AccessPoint shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested. AccessPoint shall investigate the complaint and reach a decision regarding the complaint and any discipline to be imposed. The Academy will abide by any decision of AccessPoint, as employer of staff, in this regard.

h) Employee Background Checks. In order to comply with requirements related to criminal background checks, WCAA or its designated subcontractor (approved by AccessPoint) shall be responsible for performing all pre-employment, criminal records, unprofessional conduct check activities, background, license and eligibility review or other screenings or investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"). The results of the screening and investigation will be reported to AccessPoint in a manner that conforms with State law, MOE and/or the Authorizer's procedures. All fees incurred by AccessPoint in connection with the screening and investigation shall be billed to and paid by WCAA. The results of the screening and investigation of pre-employment records must be made available for review by the Authorizer at the Academy's office.

i) Academic Program. WCAA shall be responsible for the development and implementation of all curriculum and educational programming for WCAA. Worksite Employees shall be responsible for complying with the Academic Program set forth in the Contract.

5. Term of Agreement. This Agreement shall commence on July 1, 2025, and continue for a period of two years provided that the Authorizer has issued a notice of non-disapproval prior to July 1, 2025. Either party may cancel



this Agreement with or without cause at the end of the second year of this agreement with 90 days prior written notice. If the WCAA and/or AccessPoint becomes obligated for Michigan Public School Employees Retirement System (MPERS) or an unexpected fee or tax is instituted, (e.g., State service tax fee) either party may immediately invoke the 90-day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with the Authorizer, it may require WCAA and AccessPoint to submit an entirely new Agreement for review by the Authorizer.

6. Agreement Coterminous with WCAA's Contract. If WCAA's Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to WCAA after expiration of the Contract, this Agreement shall automatically be suspended, revoked, terminated or expire, and all outstanding liabilities or payments due to AccessPoint by WCAA shall remain in effect and owed.

7. Service Fee. A Service Fee shall be charged to WCAA equal to the total gross pay of all Worksite Employees within a class assigned to WCAA multiplied times the billing rate for each class of Worksite Employees. "Taxable wage limits" is the sum of all earnings by a Covered Employee that are eligible for a particular type of tax (for example: State Unemployment Tax, Federal Unemployment Tax, and Social Security). Each tax is different and has different regulations about limits to the amount of wages that can be considered taxable with respect to that tax

The following billing rates apply:

- i) Code 8868 at the billing rate of 1.1505, 1.1445, and 1.1125 as taxable wage limits are reached.
- ii) Code 9015 at the billing rate of 1.1739, 1.1679 and 1.1359 as taxable wage limits are reached.
- iii) Code 7380 at the billing rate of 1.1933, 1.1873 and 1.1553 as taxable wage limits are reached.
- iv) Code 9058 at the billing rate of 1.1560, 1.1500 and 1.1180 as taxable wage limits are reached.

v) The Service Fee shall be billed once per [pay] period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc.)

vi) The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates, payroll taxes, worker's compensation premiums, or employee benefit program changes. AccessPoint shall give WCAA thirty (30) days written notice of any change in the Service Fee, subject to AccessPoint's timely notice from any third party involved. This provision does not pertain to monthly fee rates which may vary because of the hours worked by Worksite Employees.

8. Costs. WCAA shall pay, all additional costs or expenses incurred by AccessPoint that are incidental to the performance of this Agreement and are approved in writing in advance by the WCAA. These additional costs or expenses may include, but are not limited to, employee replacement costs, hiring temporary personnel, fidelity bonding, and WCAA approved training programs. AccessPoint's total billings to WCAA, however, for the Fees described in Paragraph 6 and the Costs described in this Paragraph shall not exceed the total budget amount approved by the WCAA Board, provided that AccessPoint is only obligated to provide services equal to that amount. Additional costs shall be billed once per month and are due upon receipt. AccessPoint shall provide reasonable notice and seek approval, as may be practicable, before costs are incurred. Additional costs shall not include costs incurred in the ordinary course of business, such as insurance premiums, fines due to AccessPoint's actions or inactions, levies, state agency fees, legal fees or the like.

9. Payment of Fees and Costs. WCAA shall execute a Wire Transfer to AccessPoint, from the designated WCAA account in an amount equal to the Fees described in Paragraph 6 and Costs described in Paragraph 7 of this Agreement. No later than 10 A.M. three (3) business days before the applicable payroll issuance date ("Payday"), WCAA will provide AccessPoint, with the payroll data upon which each Covered Employee's compensation is calculated. As soon as practicable, AccessPoint will send to WCAA an invoice for payment. WCAA shall make payment no later than one (1) business day prior to each Payday. AccessPoint requires the payment to be paid one (1) business day before delivery of payroll. WCAA agrees to pay AccessPoint within ten business days upon receipt



of a properly documented detailed billing, incurred pursuant to this Agreement, subject to ratification by the WCAA Board. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the WCAA Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 12. If for any reason not attributable to AccessPoint, payment is not made when due, WCAA agrees pay AccessPoint interest on the amount due at a rate of one point five (1.5) percent of the delinquent amount plus one and one percent (1%) of the delinquent amount per month for any period of delinquency over one month.

10. Insurance. AccessPoint and WCAA shall maintain insurance policies as required by the Charter, the Authorizer's insurance carrier recommendations and applicable. They will be in compliance with the Michigan Universities Self Insurance Corporation (M.U.S.I.C.) requirements and in accordance with the limits required by Authorizer. AccessPoint's insurance is separate from and in addition to the insurance the WCAA Board is required to obtain under the Charter. Each party shall, upon request, present evidence to the other and the Authorizer that it maintains the requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer's insurance carrier recommends any change in coverage in the type and amount of coverage as requested by the Authorizer's, any additional costs associated with the change in coverage shall be borne by WCAA. Each party shall comply with any information or reporting. Each party shall name the Academy as the first named insured and AccessPoint will also be named as an additional insured.

a) Vehicle Insurance. Each party shall provide liability insurance for any Covered Employee of AccessPoint assigned to WCAA driving any vehicle while in the employment of AccessPoint for WCAA. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. Each party shall also provide personal injury protection coverage of \$1,000,000. Each party shall name the other party as an additional insured on these policies with thirty (30) days advance notice of cancellation or material change in such policies.

b) General Liability Insurance. Each party shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring against bodily injury and property damage liability caused by WCAA's premises operations or activities conducted off premises related to operation of WCAA. The policy shall include blanket contractual liability and personal injury coverage. Each party shall name the other party as an additional insured on this policy with thirty (30) days advance written notice of cancellation or material change.

c) Professional Liability Insurance. Each party shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming the other party as an additional insured. Each party shall maintain a Worker's Compensation policy with an "if any" provision.

d) AccessPoint M.U.S.I.C. Insurance Coverage. AccessPoint shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leader's errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. AccessPoint shall name WCAA and the Academy's Authorizer as an additional insured on this policy with thirty (30) days advance written notice of cancellation or material change.

#### 11. Termination of Agreement.

a) This Agreement shall terminate and AccessPoint shall be relieved of all responsibility under this Agreement as of the ending date of the last payroll period immediately preceding any of the following events:

- i) WCAA files for bankruptcy or becomes insolvent;
- ii) The facility where Worksite Employees are engaged in work for WCAA is closed;
- iii) WCAA requests a layoff of 25% of the workforce;



iv) WCAA and its successors and assigns discontinue operation;

v) WCAA meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.

vi) WCAA's Contract with authorizer is discontinued or not renewed.

vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement that constitutes a default under the Agreement or allows AccessPoint to terminate this Agreement.

viii) State or authorizer mandated shut down (dissolution) of WCAA

b) WCAA may terminate this Agreement prior to the end of the term specified in Paragraph 5 or in the event that AccessPoint shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended, so long as AccessPoint proceeds to cure with reasonable dispatch. Notwithstanding the above, the notice requirement for breach by reason of 10.b.(i) or (vi) below is thirty (30) days. Material breach includes, but is not limited to:

- i) AccessPoint's failure to account for its expenditures or to pay WCAA operating costs as specifically noted in this agreement (provided funds are available to do so),
- ii) failure of AccessPoint to follow mission, policies, procedures, rules, regulations or curriculum duly adopted by the WCAA Board and communicated to AccessPoint, provided that such mission, policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law,
- iii) receipt by the Board of unsatisfactory reports from AccessPoint or from an educational consultant retained by the Board about matters concerning AccessPoint's performance or the performance of the staff which are not reasonably corrected or explained,
- iv) AccessPoint's failure to abide by all applicable laws in its administration of this Agreement;
- v) AccessPoint files for bankruptcy or becomes insolvent,
- vi) AccessPoint discontinues operations,
- vii) failure by AccessPoint to hire, retain, or terminate employees consistent with the Board's reasonable expectations, policies, procedures, rules, regulations, mission or curriculum, or
- viii) Any action or inaction by AccessPoint that is not cured within sixty (60) days of notice which causes the Charter Contract to be revoked, terminated, suspended or which results in WCAA receiving official notification from its Authorizer, the Superintendent of Public Instruction, or other authorized body or official, of the commencement or intent to initiate proceedings for the termination, revocation or suspension of the Charter Contract.]

c) In the event WCAA terminates this Agreement pursuant to this Paragraph, WCAA shall pay all charges due under this Agreement through the last date of services provided by AccessPoint.

d) If WCAA's Charter Contract issued by the Ferris State University Board of Trustees is suspended, reconstituted, revoked or terminated, or a new charter contract is not issued to the WCAA after expiration of the Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is suspended, reconstituted, revoked or termination, however, all outstanding liabilities or payments due to AccessPoint by WCAA shall remain in effect and owed

e) Amendment Caused By Site Closure or Reconstitution. In the event that WCAA is required (i) to close an WCAA site pursuant to a notice issued by the State School Reform/Redesign Officer 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 of the Contract



Terms and Conditions, and such closure of an WCAA site or reconstitution causes an amendment to or termination of this client services agreement, the Parties agree that this Agreement shall be amended or terminated to implement the WCAA site closure or reconstitution, with no cost or penalty to the WCAA, and AccessPoint shall have no recourse against WCAA or the University Board for implementing such site closure or reconstitution.

f) The provisions of Paragraph 12 pertaining to arbitration of disputes shall not operate to limit the parties' rights to terminate under this paragraph.

g) Upon termination or expiration of this Agreement or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, AccessPoint shall, without charge:

- (i) close the books on the then-current school fiscal year;
- (ii) organize and prepare the WCAA's records for transition to the new educational service provider or self-management or dissolution;
- (iii) provide the WCAA with an updated fixed asset schedule showing all property owned by the WCAA;
- (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the WCAA to AccessPoint, if any);
- (v) organize and prepare student records for transition to the new educational service provider, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records;
- (vi) ensure the closeout of existing grants and the transfer of grant funded property to the WCAA, if applicable; and
- (vii) provide for the orderly transition of employee compensation and benefits to the new educational service provider or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by AccessPoint to the WCAA. This includes any keys, login information and passwords related to any Academy asset.

## 12. Indemnification

a) AccessPoint. AccessPoint shall indemnify and hold WCAA, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by AccessPoint Worksite Employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance by AccessPoint with any agreements, covenants, warranties, or undertakings of AccessPoint contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of AccessPoint contained in or made pursuant to this Agreement or for wrongful or negligent acts. In addition, AccessPoint shall reimburse WCAA for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. This indemnification shall include all wrongful or negligent acts of AccessPoint or any failure on AccessPoint's part to perform any of its duties during the term of this Agreement, including violations of federal, state and local laws and regulations. AccessPoint shall not be responsible to indemnify WCAA for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to WCAA and shall be not less than \$1,000,000 per occurrence.

b) WCAA. WCAA shall, to the extent not prohibited by the Charter Contract or applicable law, indemnify and hold AccessPoint and Ferris State University Board of Trustees, including its officers, directors and agents harmless from all wrongful or negligent acts committed by the WCAA Board. This includes violations of federal, state or local laws and regulations. WCAA shall indemnify AccessPoint against any claims, administrative determinations, judgments,



damages, reimbursement, back pay, penalties, fines, costs or loss, including reasonable attorney's fees resulting from such wrongful or negligent acts. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to AccessPoint and shall not be less than \$1,000,000 per occurrence.

d) Indemnification of Ferris State University. The parties (WCAA and AccessPoint) acknowledge and agree that the Ferris State University Board of Trustees, Ferris State University and its members, officers, employees, agents or representatives (collectively referred to as "the University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, AccessPoint hereby promises 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 gross negligence of the University, which arise out of or are in any manner connected with Ferris State University Board of Trustees' approval of the Academy's Application, the Ferris State University Board of Trustees' consideration of or issuance of a Contract, the AccessPoint'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 the AccessPoint, or which arise out of the failure of AccessPoint to perform its obligations under the Contract, the Agreement or applicable law, as applicable. The parties expressly acknowledge and agree that the University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against AccessPoint to enforce its rights as set forth in this Agreement. Notwithstanding the foregoing, AccessPoint shall not be required to indemnify, defend, and hold harmless the University for any losses that are caused by WCAA.

**13. Arbitration.** In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both WCAA and AccessPoint agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act. The Arbitrator shall have experience in contract law as well as principles of the practices, laws and regulations related to public education in the State of Michigan.

The arbitration hearing will be held in Kent County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within ninety (90) calendar days of the event precipitating the disagreement, or within 90 days the party reasonably discovers the precipitating event or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either WCAA or AccessPoint, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. If empowered by applicable law, the arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law. The arbitrator's award will be final and binding on both parties and may be enforced in a court of competent jurisdiction.

This Arbitration clause shall not operate to negate the parties' respective rights to terminate the Agreement under paragraph 10. All arbitration rights shall survive the termination of the Agreement.

**14. Entire Agreement.** This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be



valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

15. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

**WCAA:**

Attn: Board President  
1435 Fulton St E  
Grand Rapids, MI 49503

With a copy to:

CS3 Law PLLC  
Attn: Nicole Burnside  
60553 Pennington Way  
Troy, MI 48306  
[nburnside@cs3law.com](mailto:nburnside@cs3law.com)

**ACCESSPOINT:**

Advance Educational Services, Inc.  
31700 Middlebelt Rd, Ste. 230  
Farmington Hills, MI 48384

With a copy to:

1475 S Price Road  
Chandler, AZ 85286  
ATTN: Robert Morley

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

16. Responsibility for Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

17. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

18. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

19. No Third-Party Rights. This Agreement is intended solely for the benefit of AccessPoint and WCAA, and it shall not be construed to create any benefits for or rights in any other person or entity, including Worksite Employees, patients, or their representatives.

20. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

21. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.



22. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

23. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

24. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

25. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the WCAA Board, except that AccessPoint may assign its rights and duties to a subsidiary within the AccessPoint organization upon 60 days' written notice to the WCAA Board and provided the WCAA Board approves said assignment. No assignment is permitted without prior notification to the Authorizer.

26. WCAA Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the WCAA Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of WCAA as provided under Michigan law. This Agreement does not prohibit the WCAA 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.

27. Governmental Immunity. No provision of this Agreement is intended to restrict the WCAA Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit AccessPoint from asserting any defense that may be available to it under this Agreement or under Michigan law. WCAA shall not waive or assert any rights to the sole detriment of AccessPoint related to WCAA's obligations to AccessPoint under this agreement unless said actions are the result of an alleged breach of this Agreement by AccessPoint.

28. Financial, Educational, Employee and Student Records. Financial, educational, employee, and student records pertaining to WCAA are WCAA property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All WCAA records shall be physically or electronically available, upon request, at WCAA's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, AccessPoint shall not restrict the Authorizer's, the public's, or the independent auditor's access to WCAA's records consistent with applicable statutes. To the extent AccessPoint manages and/or holds WCAA's financial, educational, and/or student records (whether electronically or physically), the WCAA Board shall have access to such records, upon request, including electronic access to any database holding such records.

29. Certain Prohibitive Conduct Regarding Information. Except as permitted under the Code, AccessPoint shall not sell or otherwise provide to a business entity any personally identifiable information that is part of an WCAA student's education records.

30. Certain Prohibitive Conduct Regarding WCAA Student Records. If AccessPoint receives information that is part of an WCAA student's education records, AccessPoint shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this Agreement, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

31. AccessPoint shall make information concerning the operation and management of WCAA, including without limitation the information described in the Charter, available to WCAA as deemed necessary by the Board in order to enable WCAA to fully satisfy its obligations under the Charter. Additionally,

- a) AccessPoint agrees that it shall observe Board policies and applicable law regarding the confidentiality of Covered Data and Information. Covered Data and Information ("CDI") includes paper and electronic student education record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR § 99.1. CDI also includes any new records created and maintained by AccessPoint under this Agreement using CDI.



- b) AccessPoint shall not use or disclose CDI received from or on behalf of WCAA except as permitted or required by this Agreement and/or applicable law.
- c) AccessPoint shall maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of WCAA or its students. These measures will be extended by contract to include subcontractors used by AccessPoint.
- d) AccessPoint, within 10 (10) business days of discovery, shall report to the Board any use or disclosure of CDI not authorized by this Agreement. AccessPoint's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what AccessPoint has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action AccessPoint has taken or shall take to prevent future similar unauthorized use or disclosure. AccessPoint shall provide such other information, including a written report, as reasonably requested by the Board.

32. Independent Auditor and Legal Counsel. AccessPoint shall not select or designate the independent auditor, accounting firm or legal counsel for WCAA. All finance and other records of AccessPoint relating to WCAA will be made available to WCAA's independent auditor at the request of WCAA or the auditor.

33. Procurement of Equipment, Materials, and Supplies. If AccessPoint procures equipment, materials, and supplies at the request of or on behalf of WCAA, AccessPoint shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by AccessPoint on behalf of or as the agent of WCAA are the property of WCAA. When making a purchase on behalf of or as agent of WCAA, AccessPoint shall comply with Section 1274 of the Code as if WCAA were making a purchase directly from a third party.

34. WCAA Proprietary Rights. WCAA owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by WCAA;
- b) are developed by AccessPoint at the direction and cost of WCAA for the specific purpose of developing such curriculum or educational materials by staff assigned to work at WCAA.

All educational materials and teaching techniques used by WCAA are subject to disclosure under the Revised School Code and the Freedom of Information Act.

35. AccessPoint Proprietary Rights. AccessPoint owns all proprietary rights over curriculum, educational or WCAA management materials:

- a) previously developed or copyrighted by AccessPoint or
- b) developed by AccessPoint for WCAA with its own funds independent of the Service Fees under this Agreement.
- c) materials that are not otherwise dedicated for the specific purpose of developing WCAA curriculum, educational or ACADEMY management materials.

All educational materials and teaching techniques used by are subject to disclosure under the Code and the Freedom of Information Act.

36. Employment Liability. AccessPoint, as the employer of all Worksite Employees, shall also be deemed the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

37. Marketing and Development. Should AccessPoint provide marketing and development services to WCAA,

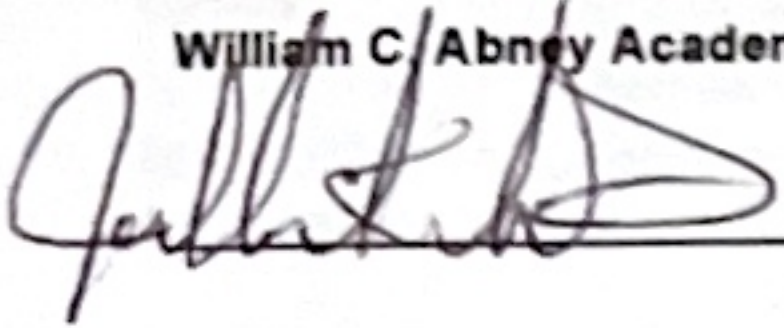


the cost paid by or charged to WCAA shall be limited to those costs specific to the WCAA program and shall not include any costs for the marketing and development of AccessPoint.

**38. Compliance with Authorizer's Contract.** WCAA and AccessPoint agree to perform their respective duties and responsibilities under this Agreement in a manner that is consistent with the Party's obligations under the Academy's Contract issued by Ferris State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. Any additional costs of compliance because of changes mandated by the Authorizer will be borne by WCAA and subject to AccessPoint's ability to perform. If the additional costs are deemed excessive by the WCAA Board and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

This Agreement is executed as of the date first written above.

**William C. Abney Academy**



Date: June 16 2025

Its: Board President

Print name: Jathan Austin

**AccessPoint**

Date: \_\_\_\_\_, 2025

Its:

Print name: