



**Central Minnesota Educational Research and Development Council**

This document establishes and defines an Agreement between Crosslake School District cmERDC beginning approximately on \_\_\_\_\_.

cmERDC agrees to provide the following job functions for the Crosslake School District.

**cmERDC agrees to provide Human Resource support and advice. Examples include but are not limited to:**

- Compliance with MN Wage Theft Law (including statements and policy documents)
- Compliance with the American Rescue Plan Act (ARPA)
- FMLA, timeoff, and leave of absence
- Language for handbooks, policies, and job descriptions
- Terminations, non-renewals, and furloughing
- Staff grievances and investigations
- Proper personnel filing procedures
- Assist and act as a district resource on unemployment claims

**Terms:**

Human Resource fees will be invoiced on a monthly basis at the beginning of each month. The fee for HR services is \$75.00 per hour.

This agreement may be modified at any time with the consent of both parties. Crosslake School District or cmERDC retains the right to discontinue services at any time with at least a 30-day notice to the other party.

cmERDC

Crosslake School District

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# EdVisions Cooperative A La Carte Services



## A La Carte Services Options:

### Payroll Service

- Compute employee withholdings and net pay
- Print payroll checks
- Provide direct deposit of payroll
- Compile payroll records
- Prepare, print and deliver W-2's
- Prepare and file quarterly/year end payroll tax forms
- Make tax deposits and payments on Client's behalf from specified account
- New hire reporting
- Provide timekeeping software
- Human Resource Support

### HR Support *\$100 per hour*

- Consultation & Guidance on HR topics
- Assistance with Employee Handbook and Policies
- Employment Law Compliance & Training

**For More Information, contact Kay or Andi @ EdVisions Cooperative**

Kay Inglett, CFO = 952-855-4320 or [kay@edvisionscooperative.org](mailto:kay@edvisionscooperative.org)  
Andi Harder, Director = 507-276-5830 or [andrea@edvisionscooperative.org](mailto:andrea@edvisionscooperative.org)

**EdVisions Cooperative  
Payroll Service Agreement**

**THIS PAYROLL SERVICE AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_, by and between EdVisions Cooperative, a Minnesota Cooperative (the "Payroll Service Provider") and \_\_\_\_\_, a Minnesota nonprofit corporation charter school (the "Client").

**RECITALS**

WHEREAS the Client desires to obtain certain payroll and/or human resources Services from the Payroll Service Provider; and

WHEREAS the Client agrees to engage the Payroll Service Provider to perform such Payroll Services and the Payroll Service Provider hereby agrees to provide such services to the Client

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Services. The Payroll Service Provider hereby agrees to provide the following services chosen by the Client (the "Payroll Services"). (Check all that apply)

- Compute employee withholdings and net pay
- Print payroll checks
- Provide direct deposit of payroll
- Compile payroll records
- Prepare, print and deliver W-2's
- Prepare and file quarterly/year end payroll tax forms
- Make tax deposits and payments on Client's behalf from specified account
- New hire reporting
- Provide timekeeping software
- Human Resource Services

2. Service Rates. The Payroll Service Provider and the Client hereby agree to the following fees payable by Client:

- \_\_\_\_\_ Monthly Fees Payroll Service Fee equal to:
  - 2.15% Gross Payroll for 1 - 25 employees  
(includes 8 hours of Human Resource Services per month)
  - 2.25% of Gross Payroll for 26 to 50 employees  
(includes 12 hours of Human Resource Services per month)
  - 2.35% of Gross Payroll for 51 to 100 employees  
(includes 16 hours of Human Resource Services per month)

- \_\_\_\_\_ Additional Human Resource Services in excess of scheduled hours per month will be billed at the rate of \$100 per hour.

3. Standard of Performance. The Payroll Service Provider hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.
4. Necessary Information & Materials. Client will be solely responsible to supply the Payroll Service Provider all information, materials, data, and documents necessary to perform the Services agreed under this Agreement, including payroll checks if necessary. Client acknowledges and agrees that the accuracy of financial information supplied to Payroll Service Provider is the sole responsibility of the Client. Payroll Service Provider shall not be held responsible for the production of inaccurate paychecks, filings, records, or any other financial reports if the financial data submitted by the Client is inaccurate. As a result of inaccurate information provided by the Client, which results in payroll corrections to be made for the Client, the Payroll Service Provider shall make corrections at a billing rate of \$50/HR which will be included in the following payroll periods invoice.
5. Term. This Agreement is effective on the date written above and shall be in effect until the end of the 60-day period following the written termination notice.
6. Independent Contractor. Payroll Service Provider shall provide the Services as an independent contractor and shall not act as an employee, agent or representative of the Client. As an independent contractor, Payroll Service Provider will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Payroll Service Provider understands that Client will not withhold any amounts for payment of any taxes from Payroll Service Provider compensation.
7. Payments and Fee Schedules. Payroll Service Provider will include an invoice showing the fees due hereunder plus all amounts due to employees for each payroll with each pay period report. Payment for all amounts due and the fees shall be made by electronic funds transfer (EFT). Client agrees to place funds in the bank account(s) from which the EFT will be made sufficient to cover all of the payments made by Payroll Service Provider, in its sole and absolute discretion, on Client's behalf. Sums due and owing by Client may include, without limitation, sums billed to Payroll Service Provider by any ACH provider for services performed on Client's behalf. Payroll Service Provider reserves the right to withhold any payments provided pursuant to this Agreement and any or all work in processor records in its possession in the event of Client's failure to make any payments hereunder.
8. Expenses. The Client agrees to reimburse any pre-approved out of pocket expenses incurred by the Payroll Service Provider in connection with the Services, including, but not limited to, postage or delivery fees, travel expenses, audit fees, tax fees, etc. If Client does not provide payroll checks to the Payroll Service Provider as needed, Payroll Service Provider will obtain the needed payroll checks and Client will be responsible for the costs.
9. Confidentiality. Payroll Service Provider in the course of performing the Services hereunder may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by Payroll Service Provider hereunder and any other proprietary and trade secret information of Client whether in oral, graphic, written, electronic or machine-readable form. The Payroll Service Provider agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of client, (a) disclose such

Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

10. Termination. Payroll Service Provider or Client may terminate this Agreement, with or without cause, upon 30 days written notice to the other. Upon termination of Services, Client is solely responsible for tax administration and filing obligations. Payroll Service Provider agrees to file and deposit all taxes through the date of termination and return any tax monies held by Payroll Service Provider to Client for future payments. In the event of termination, Payroll Service Provider agrees to reasonably cooperate with Client in the orderly transition of Services.
11. Assignment. Neither party may assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the other party and any attempt by a party to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.
12. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.
13. Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State of Minnesota.
14. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.
15. Limitation of Liability. Each party shall exercise, in the performance of its duties, reasonable care and shall be liable for loss only when caused by its (or its subcontractors') negligence, gross negligence, fraud, willful misconduct, criminal conductor a material breach of this Agreement. Each party shall be responsible for direct damages caused by its failure to satisfy its duties hereunder; provided, however, that, notwithstanding anything to the contrary, a party shall not be liable for any incidental or consequential damages caused by its failure to satisfy its duties hereunder. Payroll Service Provider shall not be liable for Payroll Services processing that is delayed due to circumstances beyond its reasonable control, including, but not limited to, national, state, or city disaster, acts of god, severe weather, or any other circumstances that would affect Payroll Service Provider or its software or internet systems. Client acknowledges that Client is ultimately responsible for timely filing of returns and payment of all payroll-related amounts including but not limited to, payments to employees, payment of all taxes, payment of other withholding items such as employee benefits, payment of penalties, fines and interest assessed by any taxing or legal authority, and for compliance with laws and regulations. Payroll Service Provider is not responsible to pay any amounts for payroll, taxes, interest, fines, and/or penalties for Client.
16. Indemnification by Client. Client shall indemnify, hold harmless, and defend Payroll Service

Provider and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Payroll Service Provider may incur or be asked to pay), which arise, directly or indirectly, from Client's act or omission to act in performing its responsibilities under this Agreement, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Payroll Service Provider may incur or be asked to pay) arising under any law.

17. Indemnification by Payroll Service Provider. Payroll Service Provider shall indemnify, hold harmless, and defend Client and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Client may incur or be asked to pay), which arise, directly or indirectly, from Payroll Service Provider's act or omission to act in performing its responsibilities under this Agreement, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Client may incur or be asked to pay) arising under any law. The accuracy and the integrity of the Payroll Services is limited by the nature of information the Client provides to Payroll Service Provider. Therefore, the parties hereto agree that Payroll Service Provider is not liable for Client errors, wage and hour violations, sex discrimination or other employment policies, which may violate the law. Client shall have the sole responsibility to check the payroll and related documents for accuracy. This Agreement will automatically terminate should Client funds be insufficient or otherwise to cover all sums due Payroll Service Provider under this Agreement.
18. Entire Agreement; Amendment. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.
19. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
20. Captions. The headings and captions used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

**CLIENT**

\_\_\_\_\_ (print name of Client)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[ADDRESS  
CONTACT PERSON]

**EDVISIONS COOPERATIVE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_