



March 6, 2023

Waterville-Elysian-Morristown Public Schools
500 Pacquin St E
Waterville, MN 56096

Dear Ms. Jewison,

Thank you for this opportunity to present SMS' renewal proposal for professional Payroll services.

I am available to further discuss the attached proposal at your convenience.

Respectfully,

Todd R. Netzke
President

Enclosure



PAYROLL SERVICES PROPOSAL

For

WATERVILLE-ELYSIAN-MORRISTOWN PUBLIC SCHOOLS – ISD 2143
500 Paquin St E
Waterville, MN 56096

School Management Services, LLC (SMS), Minnesota's premier professional services provider of K12 business management solutions, is pleased to propose our services for professional payroll services.

This recommendation and proposal includes the following sections and documents:

1. Executive Summary:
 - Goals and benefits of SMS services;
 - Scope of proposed services
 - Arrangements
2. Scope of Services and Responsibilities
3. Services Agreement and Signature Page

Executive Summary

Goals and benefits of SMS services

SMS goals and business strategy include the provision of innovative and cost-effective alternatives to public school districts' boards and superintendents for school business management and related school business functions.

SMS leadership and line management team members are keenly aware of the changing dynamics of public school management in the broader context of public school funding and management strategy, and we are committed to continuously improve and expand SMS service offerings to meet the changing needs of Minnesota's public schools.

We respectfully suggest that the following features and components of our services result in important tangible and intangible benefits for our public school district clients.

Confidence and peace of mind:

SMS client boards and superintendents are assured in that:

- SMS work performed professionally, accurately and timely;
- Administration and Board will make confident decisions based on solid financial data for the benefit of all stakeholders.

Cost and time savings that enable boards and administration to operate efficiently and focus on your responsibilities:

SMS client boards and superintendents are assured that having SMS on the team results in efficient operations and resource redundancy:

- SMS professional team members' core competencies are school business and finance;
- SMS understands the issues and can immediately and efficiently provide services;
- SMS continuously trains and develops our team members and have experienced resources in reserve to cover contingencies and emergencies;
- SMS employs best practices including latest technology;
- SMS will recommend and assist, if desired, with process improvement and business office structure
- SMS provides customized reporting at summary and detail levels to assist District Leaders in understanding the current and projected financial condition, thus allowing timely and appropriate action.

Compliance requirements are addressed efficiently and effectively:

SMS client boards and superintendents are assured that having SMS on the team results in effective, efficient and comprehensive compliance planning and execution:

- SMS supports the annual audit process by providing accurate and timely data, supplementing district resources with additional SMS staff when desired, and recommends and implements ideas that can reduce future audit costs.

In summary, the SMS team represent many years of public school management experience. On engaging SMS, your district will be supported by our growing, professional team.

Scope of Proposed Services

SMS agrees to provide Payroll Services according to the job summary listed below. SMS provides the District full flexibility to modify the assignment of responsibilities and to make appropriate revisions to SMS' fees and expenses arrangements at the convenience of the District in accordance with the contractual provisions of the attached Services Agreement.

	SMS	District
Payroll		
Process Payroll According To District Calendar	X	
Calculate and Remit Federal and State Payroll Taxes & Prepare State and Federal Payroll Tax Returns	X	
State Employment and Unemployment Reporting	X	
State Retirement Reporting (TRA and PERA)	X	
Process Statutory and Other Miscellaneous Deductions and Withholdings	X	
Issue W2's	X	

Human Resource Management Services provided by SMS:

- Provide Human Resource Management Services
- Process New Hire Agreements
- Process Terminations and related tasks such as COBRA, etc.
- Participate in Labor Negotiations with School Management
- Assist in developing and implementing Wage schedules and hiring agreements
- Perform periodic benefit audits to ensure benefit provider invoices agree with payroll records
- Processing PERA and TRA reporting and submission requirements semi-monthly
- Creating and managing employee leave tracking system
- Assisting with COBRA and benefits administration
- Assist with ACA Compliance
- Assist with annual workers compensation audit
- Other Human Resource Services as required

Arrangements

The WEM Public Schools will receive SMS Professional Payroll Services in accordance with the following arrangements.

SMS shall be paid compensation for the services proposed herein at the rate of:

Payroll Services: (36 Month Contract) paid according to the following schedule:

February 2023-January 2024	\$38,990
Semi-annually, in advance:	\$19,495

Year 2 Annual Fee: \$40,940

Year 3 Annual Fee: \$42,168

*Invoices are due on 1st day of six month period, 2/1 and 8/1.

Travel & Incidental fees:

- Travel shall be reimbursed at the IRS rate of reimbursement.

It shall be the responsibility of SMS to compensate outside consultants retained or hired by SMS to fulfill obligations under this Agreement.

SMS Services Agreement

THIS AGREEMENT, is made and entered into by and between WEM Public Schools (hereinafter referred to as the "School District"), and School Management Services (hereinafter referred to as the "Contractor").

Scope of Services

The Contractor agrees to provide professional Payroll services to the School District according to the proceeding Scope of Services Summary.

Articles of Agreement & Recitals

WHEREAS, the School District is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the School District desires to retain and compensate a qualified consultant to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the School District for the performance of any services or to obligate the School District. The Contractor is not an agent, servant, or employee of the School District and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive accounting consultant for the School District during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the School District at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at his/her expense, with coverage satisfactory to School District, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor must provide School District with proof of liability insurance coverage prior to performing services under this Agreement.

ARTICLE II

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence on upon board ratification of this agreement and will remain in effect for a period three years. This Agreement will remain

in full force and effect during the term of this Agreement, but may be terminated as provided in sections 2 and 3.

Section 2 School District's Termination Rights: School district may terminate this Agreement upon sixty (60) days written notice in the event the School District determines in its sole discretion that it is not in the School District's best interests to continue using Contractor's services.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to School District (i) in the event School District does not pay Contractor compensation within fifteen (15) days after invoice is received by School District. In the event of non-payment by the School District, Contractor shall give School District an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days to remit such payment, prior to giving a notice of termination.

ARTICLE III

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than thirty (30) days prior to the expiration of this Agreement, the School District may provide written notice of intent to renew this Agreement for an additional term upon terms and conditions agreed upon by both parties to the Agreement.

ARTICLE IV

INDEMNIFICATION

Section 1 Release and Indemnify: The Contractor agrees to defend, hold harmless, and indemnify the School District and its board members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Contractor, or of the Contractor's employees or agents, in regard to the Contractor's performance under this Agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgments, attorneys' and witness fees.

ARTICLE V

GENERAL

Section 1 Authorized School District Agent: The School District's authorized agent for the purpose of administration of this Agreement is the School Board. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the School District, and any such data and materials shall be remitted to the School District by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor in accordance with applicable federal, state and local laws regarding data privacy.

Section 5 Entire Agreement: This Agreement is the entire agreement between the School District and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Signature Page

**AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES TO
WATERVILLE-ELYSIAN-MORRISTOWN PUBLIC SCHOOLS – ISD 2143**

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

Waterville-Elysian-Morristown Public Schools
500 Paquin St E
Waterville, MN 56096

Name _____

Title _____

Date _____

School Management Services, LLC
3730 95th Ave SW
Byron, MN 55920

Name _____

Title _____

Date _____

EIN: 56-2545979