

Payroll

**Data Reporting
and Educational Services
Memorandum of Understanding**

I. RECITAL

This agreement is entered into this first day of July 2015 by and between Plumas County Office of Education (PCOE), 1446 East Main Street, Quincy, CA 95971 and Plumas Charter School (PCS), 175 N. Mill Creek Rd., Quincy, CA 95971. The purpose of this agreement is to delineate responsibilities, services, protocol, compensation and timelines for the delivery of data reporting services and educational services provided by the Plumas County Office of Education to the Plumas Charter School.

II. DUTIES

A. Plumas County Office of Education will:

1. Provide payroll processing services as listed:
 - a. Maintain all required Human Resource and employee payroll data records in Escape financial software.
 - b. Ensure correct salary placement of all employees.
 - c. Calculate, distribute, and fully process payroll for all employees of PCS. Processing includes, but is not limited to:
 1. Printing checks or Electronic Fund Transfers
 2. Preparing and paying all statutory payroll tax contributions and deductions (Federal, State, OASDI and Medi-care), and CalSTRS and CalPERS.
 3. Preparing and paying all quarterly taxes and reports
 4. Preparing and distributing all W-2's
2. Provide data reporting services as listed:
 - a. Prepare and submit CalSTRS reports
 - b. Prepare and submit CalPERS reports
3. Provide edit access for appropriate PCS staff to enter new employees, update, and maintain employee data in all appropriate HR screens.
4. Provide read-only access to Escape financial software for the purpose of reviewing and approving payroll, and general ledger data reports as they relate to posted payroll entries. Access to the financial functions of the Escape financial software is available for an annual fee based on a pro-rata share of the cost of the software.
5. Provide a prompt response time to phone and voice messages.
6. Follow recognized industry standards as to information data backup and storage of records.
4. Provide operational assistance, training and troubleshooting as required.
5. Provide an invoice to PCS for billed services at the end of each quarter.
6. Provide Educational Services as listed:
 - a. Services for programs provided to other public education systems in the county by the County Superintendent of Schools including, but not limited to, Career Technical Education, Outdoor Education, and Artists in the Schools. All students applying for enrollment to Career Technical Education classes must provide a four-year plan created by the student, parent and counselor reflecting the sequencing of educational coursework including core and elective offerings.

B. Plumas Charter School will:

1. Ensure payroll information is submitted to PCOE by the due dates published annually.
2. Ensure new members and member changes are input to CalSTRS and CalPERS in the month the change occurs.
3. Ensure adequate funds are retained in the Plumas County Treasury at all times to cover gross payroll, and employer contributions to CalSTRS, CalPERS, OASDI, and Medicare.
4. Remit payment for services within 30 days from receipt of the PCOE invoice.
5. Retain responsibility for payment of all employee deductions/contributions not specifically listed in A.1.c.2 above (including, but not limited to workers compensation, health and welfare, employee salary reductions, etc.)

C. Service Exclusions

PCOE support services do not include:

- Operating supplies and consumables.
- Electrical work external to the products.
- Maintenance of PCS accessories, attachments or products.
- Any service not reasonably provided under this agreement.

D. Additional Service

Additional services may be negotiated under a separate written agreement.

III. TERM OF AGREEMENT

1. This agreement is effective July 1, 2015 and will remain in effect until June 30, 2016.
2. By mutual agreement of PCOE and PCS, this agreement may be terminated.
3. No later than May 1, 2016 PCS may give written notice of intent to terminate this agreement effective June 30th of that year. In the event of termination, both parties agree to cooperate during the transition process. Failure to provide timely notice will result in automatic renewal of this contract for the following year with an increase in cost of services as outlined under Section IV unless otherwise agreed upon in writing by both Parties.

IV. FEES AND PAYMENT TERMS

1. Payroll processing services shall be \$500 per month. The fee structure will be re-evaluated prior to renewal of this agreement, and may be adjusted up or down based on actual labor costs.
2. PCS shall pay a proportionate share of the Escape Financial Software cost for Payroll database services. PCS shall pay for current base year cost calculation of services, plus payroll processing services, in four (4) equal quarterly payments, as provided under this agreement. The previous year's base cost calculation of services shall increase by three (3) percent plus a pro-rata share of the annual software system increase (payroll module). Forms used by PCS shall be billed separately at the end of the fourth (4th) quarter, at actual cost.
3. PCS shall reimburse PCOE for technical service provided beyond the scope of this agreement at a flat rate of \$65.00 per hour.

4. For the purpose of this agreement, the base year cost calculation for Escape Financial Software shall be re-benched for FY 2013/2014, at a cost of \$2,250.00. Subsequent annual increases shall be calculated upon this re-benched base cost calculation. 2015/16 fees shall be \$2,393.00.

V. INVOICING

Charges for support services provided under this agreement will be invoiced by PCOE at the end of each quarter and paid by PCS within thirty (30) days from receipt of invoice.

VI. MISCELLANEOUS

1. The rights, duties or obligations under this agreement may not be assigned or transferred.
2. This agreement shall in all respects be governed by the laws of the State of California.
3. Either party's failure to exercise any of its rights under this agreement shall not constitute or be deemed a waiver or forfeiture of those rights.
4. Stenographic, typographical, and clerical errors are subject to correction.

Plumas Charter School

Plumas County Office of Education



Authorized Representative



Authorized Representative

Taletha Washburn, Director

Typed Name

Micheline G. Miglis, Superintendent

Typed Name

7/27/15

Date

7/27/15

Date