Payroll & Human Resource Service Agreement

<table>
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<tr>
<th>Agreement Period:</th>
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</thead>
<tbody>
<tr>
<td>Employee/s:</td>
</tr>
<tr>
<td>CSUN Center/Department (&quot;Department&quot;):</td>
</tr>
<tr>
<td>Contact Name and Extension:</td>
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1. **INTRODUCTION:** This agreement is between the “Department” listed above and The University Corporation (“TUC”).

2. **PURPOSE:** The purpose of this agreement is to describe the conditions under which TUC will provide payroll-related and human resource services to Department.

3. **TERM:** This agreement is effective for the Agreement Period indicated above or until otherwise revised or terminated. Either party may terminate this agreement with a ninety (90) day written notice.

4. **SCOPE OF SERVICES:** For the consideration described in Section 5 below, TUC will provide Department the following services:
   - Processing of new hire paperwork
   - Processing of status and/or rate changes
   - Preparation and distribution of payroll checks
   - Withholding and remittance of Federal, FICA, State and unemployment taxes
   - Preparation and distribution of W-2 forms
   - Workers compensation insurance coverage
   - Health insurance administration for qualified employees
   - Retirement fund administration for qualified employees
   - Guidance on human resources issues
   - Recruitment for the new hires:
     - Review job advertisements and post the position on CSUN website and/or other sites if required. Track and review applications while keeping the Department abreast of the progress. Administer background checks, monitor and interact with candidates until the job is offered, and provide onboarding services for new hires including assistance with health and retirement benefits sign-up.

5. **FUNDS ON DEPOSIT REQUIREMENT:** If Department wishes to utilize funds held by the California State University, Northridge Foundation (“Foundation”) for payment of payroll-related services, the Department must open an agency fund with TUC and must arrange for sufficient funds to be
transferred from Foundation account/s into TUC account in advance of TUC performing payroll or human resource services. If Department wishes to utilize funds held in California State University, Northridge (“University”) account/s, Department must initiate a memorandum of understanding (MOU) with University for payment of payroll, payroll-related and human resource services provided by TUC. Upon activating an A-Fund account, the Fund Custodian/Department must deposit at minimum, a three-month average expenditure or a TUC pre-approved baseline fixed amount and replenish the account to maintain this minimum balance at all times. TUC shall return all unused balances to the custodian of the fund when the fund is closed.

6. **CONSIDERATION***: Effective July 1, 2017, Department shall pay TUC,

a) Payroll-related services fees for all employees including the new hires: fifteen dollars ($15.00) per payroll check issued by TUC plus seventy-five dollars ($75.00) per month for a benefits-eligible employee.

b) Human Resources related service fees for any and all new hires to include the following one-time charges:

<table>
<thead>
<tr>
<th>Type of New Hires</th>
<th>One-Time charge, Per person</th>
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<tbody>
<tr>
<td>Temporarily Staff for short term workshops; e.g. SAPESS, SAEP programs</td>
<td>$25.00</td>
</tr>
<tr>
<td>Student Assistant</td>
<td>$100.00</td>
</tr>
<tr>
<td>Staff/faculty/emergency hire (without recruitment efforts)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Staff/faculty/emergency hire (with recruitment efforts)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Additional recruiting fees will apply for special cases that require extensive HR efforts</td>
<td>Mutually agreed upon rates</td>
</tr>
</tbody>
</table>

*All out-of-pocket expenses such as background checks and legal fees will be fully reimbursable to TUC.

The above rates will be reviewed annually as part of the TUC budget process and are subject to change with a 30-day notice.

c) If Department has a TUC agency account, TUC will draw funds from Department’s agency account on a monthly basis for services provided, including payroll, benefits and human resource costs. If Department has a University MOU, TUC will invoice University on a monthly basis for services provided, including payroll, benefits and human resource costs.

7. **TERMS & CONDITIONS:** The following conditions apply:

a. This Payroll and Human Resource Service Agreement represents the complete agreement of the parties hereto. Modifications to this agreement may be made by mutual, written agreement.
b. It is agreed that TUC is expected to make a “full cost” recovery for payroll and benefits costs and services provided under this agreement. In the event that an Agency fund employee retires from TUC and is eligible to receive the post-retirement medical benefits, the fund owner/department will be billed for the actual incurred expense of the said employee as part of the “full cost” recovery for TUC.

c. TUC Procedure Number AC037, Processing payroll for university units, is appended hereto and incorporated into this agreement.

d. Additional services not covered by this Payroll and Human Resource Agreement will require a separate, written agreement.

8. **INDEMNIFICATION**: Auxiliary agrees to indemnify, defend, and save harmless the State of California, the Trustees of the California State University, the California State University, Northridge and the officers, employees, volunteers and agents of each of them (all of which are hereinafter referred to as “State”) from any and all loss, damage, or liability that may be suffered or incurred by State, caused by, arising out of, or in any way connected with the operations of Auxiliary.

Department agrees to indemnify, defend, and hold harmless The University Corporation, its directors, officers, agents and employees from any and all loss, damage or liability that may be suffered or incurred as a result of the operations of the Department, provided, however, that such loss, damage or liability did not arise from the intentional or negligent acts or omission of the Corporation, its directors, officer, agents or employees.

9. **ACCEPTANCE**: The parties to this Payroll and Human Resource Agreement have accepted this agreement as representative of their mutual intent and understanding as of the date of execution.

Department: ________________________________

Responsible Manager:

______________________________
Signature

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

The University Corporation:

______________________________
Signature

Print Name: ________________________________

Title: Chief Financial Officer or Executive Director

Date: ________________________________