



The Church of the Good Shepherd

Vestry, Finance Committee, and Stewardship Trust Joint Meeting February 19, 2019 6:00 p.m.

Institutional maintenance is a necessary, but ultimately secondary, function of a congregation. If souls are not transformed and the world is not healed, the congregation fails no matter what the treasurer reports... Decisions not growing out of prayer and Bible study and worship will be less likely to sustain and nourish the parish as it seeks to carry out its primary mission in obedience to the Holy Spirit.¹

- I. **Evening Prayer** (6:00 p.m.)
- II. **Stewardship Trust Overview**
 - a. **Planned Giving** (6:10 p.m.) – Tom Betts
 - b. **History** (6:20 p.m.) – Reuben Harris
 - c. **Policies** (6:30 p.m.) – Flo Alston and Reuben Harris
- III. **Bible Study** (6:40 p.m.)
- IV. **State of the Finances**
 - a. **January 31 Stewardship Trust update** (6:50 p.m.) – Flo Alston and Jon Colston
 - b. **Maintenance Plan update** (7:00 p.m.) – Kim Bayless
 - c. **2019 Budget preview** (7:10 p.m.) – Jon Colston
- V. **Trends in Church Finances** (7:20 p.m.) – Matt Johnson
- VI. **Adjournment of Finance Committee and Stewardship Trust** (7:30 p.m.)
- VII. **Departing Words from Vestry class of 2019** (7:30 p.m.)
- VIII. **Election of Officers** (7:40 p.m.)
- IX. **Announcements** (7:45 p.m.)
 - a. Installation/thank you
 - b. Mardi Gras volunteers
 - c. Retreat
- X. **Compline** (7:50 p.m.)
- XI. **Adjourn** (8:00 p.m.)

Upcoming

Installations and Thank Yous: February 24th

Mardi Gras: March 5th, 5:00 - 6:30 p.m.

Ash Wednesday: March 6th, 7:30 a.m., 12:10 p.m., and 6:30 p.m.

Vestry Retreat: March 8th - 10th

Vestry Meeting: April 9th, 6:30 - 8:30 p.m.

(note new time; also, this is 2nd Tuesday since the 3rd Tuesday is during Holy Week)

Vestry Meeting: May 21st, 6:30 - 8:30 p.m.

Vestry Meeting: June 18th, 6:30 - 8:30 p.m.

¹ Randolph Ferebee, *Cultivating the Missional Church: New Soil for Growing Vestries and Leaders* (New York, NY: Church Publishing, 2012) 19, 3-4.

Motions taken by the Vestry on February 19, 2019

A motion was made by Tommy Moore and 2nd by Becky Bryan to appoint Cheryl Coppedge (Sr. Warden), Jim Curtis (Jr. Warden), Jon Colston Treasurer and Lisa Godwin Clerk, Motion passed unanimously.

A motion was made by Jeannette Belfield and 2nd by Mary Palmer to accept the contract for Forest Acres to provide Payroll services to the Day School if they can explain actions to be taken if Internet is not available. The motion passed with 3 abstentions.

-submitted by Mary Palmer

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Luke 19:11-27

¹¹ As they were listening to this, he went on to tell a parable, because he was near Jerusalem, and because they supposed that the kingdom of God was to appear immediately. ¹² So he said, “A nobleman went to a distant country to get royal power for himself and then return. ¹³ He summoned ten of his slaves, and gave them ten pounds,* and said to them, ‘Do business with these until I come back.’ ¹⁴ But the citizens of his country hated him and sent a delegation after him, saying, ‘We do not want this man to rule over us.’ ¹⁵ When he returned, having received royal power, he ordered these slaves, to whom he had given the money, to be summoned so that he might find out what they had gained by trading. ¹⁶ The first came forward and said, ‘Lord, your pound has made ten more pounds.’ ¹⁷ He said to him, ‘Well done, good slave! Because you have been trustworthy in a very small thing, take charge of ten cities.’ ¹⁸ Then the second came, saying, ‘Lord, your pound has made five pounds.’ ¹⁹ He said to him, ‘And you, rule over five cities.’ ²⁰ Then the other came, saying, ‘Lord, here is your pound. I wrapped it up in a piece of cloth, ²¹ for I was afraid of you, because you are a harsh man; you take what you did not deposit, and reap what you did not sow.’ ²² He said to him, ‘I will judge you by your own words, you wicked slave! You knew, did you, that I was a harsh man, taking what I did not deposit and reaping what I did not sow? ²³ Why then did you not put my money into the bank? Then when I returned, I could have collected it with interest.’ ²⁴ He said to the bystanders, ‘Take the pound from him and give it to the one who has ten pounds.’ ²⁵ (And they said to him, ‘Lord, he has ten pounds!’) ²⁶ ‘I tell you, to all those who have, more will be given; but from those who have nothing, even what they have will be taken away. ²⁷ But as for these enemies of mine who did not want me to be king over them—bring them here and slaughter them in my presence.’”

* one pound is roughly equal to three months of wages for an average laborer

Discussion Questions

These questions are written for individual reflection, but also consider them for the Church of the Good Shepherd as a whole.

- Many have interpreted this parable to be about wasting the gifts that have been given to us. What do you know about wrapping up certain gifts or certain parts of your life in a “piece of cloth”? What causes you at times to hide your true life, and what might it take for you to uncover it and bring it out into the open where it can grow?
- Compare the dynamic of taking risks for the Kingdom of God (as found in Matthew 13:44-45, the parables of the hidden treasure and the pearl of great value, examples of selling everything for these) with the safer route of simply holding onto what one has and being content with that. Which best describes you?
- What are the primary gifts God has given you that might yield a magnificent return, should you invest yourself in them more completely? What sort of dividends or capital gains result from calling or writing to someone who is lonely, telling a family member that you love them, volunteering to help with a worthy cause? What sort of return would you expect from investing yourself more completely in those things God has given you?

- What sort of dividends or capital gains might you expect from investing yourself more in gossip, revenge, anxiety, fear? Can you imagine burying these things, so to speak, and investing more in a life of grace?

Account	Description	Total	Use	Account	Description
2700	Assistant Rector Fund	11,691.00	11,691.00	6001	Church salaries (specifically, Katharina's salary)
2889	Garden Club	7,938.64	3,780.00	5305	Grounds expenses
			4,158.64	5300	Building maintenance and repairs
2890	Flower guild	14,292.04	8,994.67	5600	parish life general expenses
2926	Men's Club	503.45	503.45	5600	parish life general expenses
2930	Altar guild fund	3,700.18	1,248.25	5504	Altar guild
2935	Memorial gifts	47,703.13	28,828.83	5818	Outreach - GS Day School
			5,853.48		Day School operating deficit
			303.82	5300	Building maintenance and repairs
2939	Outreach designated fund	19,051.49	10,748.00	4014	Transfer budgeted but not done
			2,710.45	5800	Outreach general expenses
			4,366.93	5811	Snack bags
2941	Worship Designated Fund	741.00	1.73	5504	Altar guild
			739.27	5500	Worship general expenses
2948	Church Prints	4,194.98	4,194.98	---	used at rector's discretion per Jim Wood letter to Scott
2955	Youth Program	275.00	275.00	5401	Children and Family ministries
2995	Endowed Discretionary Fund	10,313.00	251.53	---	Rector's discretion
2992	Building Fund (St. Trust)	1,956.89	1,956.89	5300	Building maintenance and repairs
3000	Building Maintenance Fund (St. Trust)	6,403.83	6,403.83	5300	Building maintenance and repairs
4963	Cooper Fund (ST)	12,910.66	1,600.22	5503	Instrument maintenance
	Unused 2018 maintenance plan (ST)	12,717.00	12,717.00	5300	Building maintenance and repairs
			111,327.97		
5818	Day School outreach	42,153.48			
5916	DS audit reimb not received	500.00			
5917	DS work comp reimb not received	3,000.00			
5918	DS utilities, etc., payment not received	13,800.00			
	TOTAL DAY SCHOOL		59,453.48		
4014	Transfer not completed	10,748.00			
5004	Cont. Ed.	1,709.60			
5300	Building Maintenance and Repairs	29,192.67			
5600	Parish Life	6,498.12			
5900	Insurance	2,009.50			
5904	Equipment / Tech support	5,008.52			
6005	Travel	1,901.95			
6007	Supply priests	1,586.00			
		118,107.84			

SECTION ONE: PAYROLL SERVICES

This Payroll Services Agreement ("Agreement") is hereby made and entered into by and between Forest Acres Payroll, LLC and the Client, on whose behalf this Agreement is signed on Page 1 above and hereinafter referred to as "Client," authorizing Forest Acres Payroll to provide payroll processing services for the amount quoted by Forest Acres Payroll, which quote is accepted by Client by signature of this Agreement. Forest Acres Payroll will provide payroll services to include direct deposit of paychecks and provide an electronic portal for employee pay stubs, if desired and so indicated by the Client. In our capacity as Reporting Agent, Forest Acres Payroll will make electronic payment of tax deposits to the IRS and State tax authority; electronically file returns with the IRS and State tax authority; and provide payroll summary reports. The relationship created by this Agreement is between the Client and Forest Acres Payroll only and this Agreement does not in any way create any kind of employer/employee relationship or any other relationship whatsoever, whether contractual or otherwise, between Forest Acres Payroll and any employee of the Client.

A. NATURE OF SERVICE: Forest Acres Payroll agrees that, upon the Effective Date of this Agreement (as set forth above), and for as long as this Agreement is in effect and Client is using Forest Acres Payroll for the processing of its payroll, Forest Acres Payroll will process Client's payroll pursuant to the set-up information, payroll data and delivery instructions provided by Client by no later than Noon three (3) business days before pay day. It also acknowledges that Forest Acres Payroll will initiate direct deposit that will debit the Client's bank account using the third party ACH provider, InterceptEFT. Client acknowledges that Forest Acres Payroll has no responsibility for any services provided to Client by any third party prior to the Effective Date of this Agreement, and agrees that, in the performance of its services, Forest Acres Payroll is not rendering any legal, tax, accounting or investment advice whatsoever to Client.

If employee self service is selected by Client, Forest Acres Payroll agrees to provide online access to Client's employees for the purposes of updating employee's address, W-4, downloading pay stubs and W-2s. Client agrees that it will inform Client's employees of the online access and safeguard any passwords or logins related to the online login. At no point in time does the online employee self service constitute any relationship or create any obligations whatsoever between Forest Acres Payroll and Client's employees. Furthermore, if Client's or any of Client's employees' computer is hacked or unauthorized access is taken, and as a result thereof the employee self service is breached, Client agrees that Forest Acres Payroll is not and shall not in any way be responsible for any such breach of information. Client

further acknowledges that Forest Acres Payroll is in no way responsible for the security of any equipment or services used by Client or its employees in the use of the online employee self service.

B. LIMITATIONS ON WARRANTIES: Except as specifically and expressly provided in Subsection A above, FOREST ACRES PAYROLL MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES IT PERFORMS UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT. In the event of any breach of any foregoing warranty, Client's sole remedy shall be, provided it promptly notifies Forest Acres Payroll of such breach, that Forest Acres Payroll shall use reasonable efforts to correct such breach by re-performing the services in question, if practicable. While Forest Acres Payroll stands behind its services, under no circumstances will Forest Acres Payroll be liable for the negligence of any other person or entity including, but not limited to, the negligence of Client and/or its employees or agents, and the negligence of any person or entity which provides any services in connection with this Agreement.

C. CLIENT'S RESPONSIBILITY FOR PAYROLL INFORMATION/FUNDS:

Client understands that Forest Acres Payroll operates a payroll system that generates employee payroll checks based exclusively on the payroll information supplied to Forest Acres Payroll by Client. Client agrees that it is Client's sole and exclusive responsibility to provide correct payroll information for its own employees, to ensure that all such information is kept complete and up to date at all times, and to verify the accuracy of all such information on an ongoing basis for each and every pay period. Client agrees that Forest Acres Payroll has no obligation of any kind to inspect or verify the payroll data supplied by Client or its employees. Client shall deliver to or otherwise provide Forest Acres Payroll with accurate and complete payroll and employee information, and ensure availability of funds sufficient to cover all required payments under this Agreement (including, without limitation, employee wage and salary payments, tax payments, and service fees). Funds must be available in the Client's checking account by 12:01 a.m. Eastern Time one (1) banking day prior to each scheduled payroll. If, however, the scheduled payday falls on a Saturday, Sunday or bank holiday, then such information and funds must be available no later than 12:01 a.m. Eastern Time one (1) banking day prior to such scheduled payday. Client agrees that Forest Acres Payroll, via InterceptEFT, may debit Client's account in order for Forest Acres Payroll to make Client's payroll

void. Client shall notify Forest Acres Payroll of any sale or other disposition of all or substantially all its assets or all or substantially all of its stock, membership interests, partnership interests or other equity at least ten (10) days prior to the sale.

O. INFORMATION SECURITY: Client shall execute and deliver to Forest Acres Payroll all forms required to set up Client's account and process Client's payroll. This includes, but is not limited to, company information and employee information. Client must use a secure channel for transmittal of these documents. Forest Acres Payroll is not in any way responsible for any disclosure or loss of confidential information of Client or Client's employee(s) if the information is not transmitted by Client in a secure method. Furthermore, Forest Acres Payroll is not responsible for any loss of data or information if a Client's computer system or that of any of its employees is hacked or compromised. Any damages incurred as a result of Client or Client's employee(s) computer system being hacked is the sole and exclusive responsibility of Client and/or Client's employee(s).

P. DELIVERY: Forest Acres Payroll shall deliver payroll reports and other payroll information to Client's authorized representative. Forest Acres Payroll shall not be responsible for any lost or stolen checks or reports after delivery to and acceptance by Client. Forest Acres Payroll shall not be responsible for the security of any payroll information sent electronically to Client or Client's employees at their respective email address.

Q. TRANSITION/INFORMATION: For new clients, Client shall deliver to Forest Acres Payroll, no later than 15 days before the first pay date, all completed and executed documents that Forest Acres Payroll requires to provide payroll (and other) services, as well as any additional information requested by Forest Acres Payroll. Subsequent to the initial payroll processing, Client agrees that it will timely complete and execute any renewals, amendments or replacements of documents which Forest Acres Payroll deems necessary. If documents are provided less than 15 days prior to first payroll date with Forest Acres Payroll, every effort will be made to get client on-boarded in time for a direct deposit; however, Client is aware that the first payroll may not be processed using direct deposit if information is not provided to Forest Acres Payroll in time to do so.

R. CONFIDENTIALITY: Forest Acres Payroll agrees that it will use reasonable efforts to protect Client's confidential information and adhere to all applicable privacy laws, American Payroll Association confidentiality and ethics rules, The Payroll Group guidelines, and National ACH Association processing rules and regulations. Notwithstanding, Forest Acres Payroll cannot guarantee the confidentiality of same in those

situations set forth in Section O above and shall not be responsible for any such disclosures or breaches.

S. NON-SUFFICIENT FUNDS (NSF): Forest Acres Payroll drafts directly from Client's bank account to the appropriate payment entity, such as the Internal Revenue Service, South Carolina Department of Revenue, South Carolina Department of Employment and Workforce, and InterceptEFT (for purposes of direct deposit and bill payment). Forest Acres Payroll does not impound and hold funds. In the event that a draft is initiated, but Client's bank account has non-sufficient funds, any fees imposed by IRS, SC DOR, bank fees and direct deposit (InterceptEFT) incurred will be collected back from Client who shall be solely responsible for any and all such fees. InterceptEFT charges include (1st NSF): \$25.00, (2nd NSF): \$50, (3rd NSF): \$100, Non-Collected Funds Rate 23%. Rates set by InterceptEFT may change at any time without notice. Furthermore, Forest Acres Payroll may charge a fee as outlined on the Pricing Terms.

T. RECORD RETENTION: Client shall retain the original or a copy of each payroll authorization for two (2) years after termination of this Agreement. Neither this Agreement nor the performance by Forest Acres Payroll of its services hereunder, shall in any way relieve Client of any obligation imposed on Client by law or contract regarding the maintenance of records or other matters, nor from employing adequate credit accounting and review practices customarily followed by similar businesses. Client shall also retain payroll-related documents and forms for each employee as directed by law.

SECTION TWO: TAX SERVICES

Client acknowledges that it has entered and is subject to the terms and conditions of this Payroll Services Agreement, and that except as otherwise noted herein, the general terms and conditions of the Agreement shall also apply to Forest Acres Payroll's agreement to provide the specific tax services set forth herein.

A. Nature of Tax Services:

If expressly selected as an option by client on Page One (1), Forest Acres Payroll will provide:

- Scheduling of payroll tax payments, which draft directly from Client's bank account to taxing authority.
- Preparation and filing of necessary payroll tax returns, which may include 941, 940, SC-SC-1605, SC-1606, SC-1612, DEW 101/120, W-2/W-3. Please note 1099 work is not included in the terms of this agreement and is billed separately, if engaged.
- Correspondence with the tax agencies concerning returns and/or deposits submitted by

Forest Acres Payroll. Forest Acres Payroll bears no responsibility for any tax payments or returns outside of the specific dates of this Agreement.

- Forest Acres Payroll shall not be responsible for any tax deposits, interest charges and/or penalties or any other cost or fee that arose prior to or after the term of this Agreement, or where Client failed to provide Forest Acres Payroll with written notice of any claim within five (5) days of its occurrence, where Client failed to timely notify Forest Acres Payroll of its tax rate changes or where Client caused said charge, penalty or cost where its account is not in good standing.
- Forest Acres Payroll's tax service shall commence with the first live payroll processed by Forest Acres Payroll and cease with the last live payroll processed by Forest Acres Payroll.
- Forest Acres Payroll will electronically schedule tax payments on behalf of Client, from Client's bank account to respective taxing authorities based on the information provided in the payroll tax liability report. Forest Acres Payroll is not responsible to deposit taxes due when Client informs Forest Acres Payroll of non-sufficient funds. Any monies overpaid to any taxing authority on behalf of Client will be adjusted and either applied to subsequent tax payments or refunded directly from the taxing authority to Client. If any type of credit is applied to a prior delinquency by a taxing authority, Client is and shall be solely responsible for the underpaid tax and any interest and/or penalty assessed. Client agrees to notify Forest Acres Payroll of any refunds received from taxing authorities.

B. LIMITATIONS: In addition to the other limitations contained in the Agreement, Forest Acres Payroll shall not be liable for any tax deficiencies, interest charges and/or penalty assessments associated with any payroll tax payment or the failure to timely file or make any required payroll tax payment unless such deficiencies, interest charges and/or penalty assessments result from an actual error made by Forest Acres Payroll. Forest Acres Payroll shall not be liable for failure to make or timely make payroll tax deposits or filings if Client has not timely provided Forest Acres Payroll with adequate and necessary payroll, tax (i.e. account numbers, rates, etc.) and employee information, or if Client fails to make available for draft sufficient funds to cover such payroll and/or payroll tax obligations. If Client's bank account is not able to be drafted by a taxing authority due to NSF, any fees, penalties, and interest resulting therefrom will be the sole and exclusive responsibility of Client.

C. CLIENT'S RESPONSIBILITY FOR INFORMATION: Client acknowledges that Forest Acres Payroll provides payroll and tax information for review in affiliated reports with each pay period. Client agrees that it is the Client's responsibility to review the reports and information provided within a timely manner and inform Forest Acres Payroll of any inaccuracies, whether by Client or Forest Acres Payroll. Client acknowledges responsibility to inform Forest Acres Payroll within five (5) business days of receiving payroll reports of any inaccuracies so that payroll and payroll taxes can be appropriately addressed. Client also acknowledges that any after the fact payroll information is being supplied to Forest Acres Payroll as final, and that Forest Acres Payroll will schedule tax payments according to the information received, without audit or review for accuracy. In the event Client terminates this Agreement prior to the last check date of a quarter, Client will be solely responsible for all quarter-end filings, and year-end filings. If Client goes out of business, all year-end filings and final notices to taxing authorities are the sole and exclusive responsibility of Client, unless otherwise expressly agreed to in writing by Client and Forest Acres Payroll. If Client generates a payroll-related Federal tax liability in excess of \$100,000 for any given tax period/pay period, a next-day tax deposit will occur, and Client will be notified by Forest Acres Payroll.

D. AUTHORIZATION TO RECEIVE INFORMATION: By signing Forms 8655, Form 2848 and SC 2848, Client hereby instructs all Federal, State and Local tax authorities to deliver all payroll related tax forms, documents, and other correspondence pertaining to the Client to Forest Acres Payroll. Client shall timely execute and file all Federal, State and Local forms, consents and agreements necessary to effectively grant Forest Acres Payroll full authorization to deposit and pay payroll tax items, to prepare, sign and file payroll tax returns and reports, and to represent, receive and submit records on behalf of Client before Federal, State or Local tax offices or agencies with respect to payroll taxes. Client's failure to do so will relieve Forest Acres payroll of all responsibility to provide said services.

SECTION THREE: EMPLOYEE DIRECT DEPOSIT AND PAYROLL CARD SERVICES

A. AUTHORIZATION: Client hereby requests and authorizes Forest Acres Payroll to implement, on Client's behalf, direct deposit payroll, which will enable Client's employees' pay to be automatically deposited in the employees' designated bank accounts, or credited to a payroll debit card, without Client having to sign or distribute a physical check, and without the employee

having to go to the bank to deposit the check. Client agrees to send payroll authorization/information to Forest Acres Payroll no later than Noon (12:00 p.m.) three (3) business days prior to pay day. If authorization is sent late, the first occurrence will be noted and client informed. If authorization is sent late more than once, Client will be charged a \$25 late fee for each late authorization after the first occurrence.

B. ACCURACY OF INFORMATION: Client understands and acknowledges that it is solely responsible for providing to Forest Acres Payroll in a timely manner accurate payroll information necessary for Forest Acres Payroll to process and transmit direct deposit information containing ACH transactions to its designated EFT processor (InterceptEFT or QuickBooks). Once authorization is provided to Forest Acres Payroll, if Client sends additional changes to the authorization, they may or may not be included in that payroll processing depending on timing and changes. Furthermore, any changes that incur fees will be the responsibility of Client. Client further agrees to review and inspect its payroll information to verify employee deposit amounts. Client further agrees that, in addition to maintaining sufficient funds in Client bank account for payroll and payroll taxes, if a payroll draft total exceeds \$100,000, Client shall confirm with bank availability of funds and provide that confirmation to Forest Acres Payroll.

C. THIRD PARTY DIRECT DEPOSIT PROVIDER: Because Forest Acres Payroll does not impound bank accounts and/or hold payroll funds, Client must sign an agreement with Forest Acres Payroll's third party ACH provider, InterceptEFT, if Client wishes for Forest Acres Payroll to process Client's payroll via this method. Any such agreement signed by and between Client and InterceptEFT shall be between InterceptEFT and Client alone and Forest Acres Payroll shall have no duties, obligations or liability to either InterceptEFT or Client related thereto, including any responsibility for any liability arising out of any act or omission or InterceptEFT thereunder or in regard thereto.

D. CORRECTION OF ERRORS: Client hereby specifically authorizes the correction of errors, subject to NACHA Rules and the requirements and time limits of InterceptEFT and/or QuickBooks. In the event of an error, Client must notify Forest Acres Payroll by telephone immediately, and confirm said notice by written e-mail or by prepaid First Class Mail within 24 hours thereafter. After receipt of such timely notice, Forest Acres Payroll agrees to re-transmit the corrected direct deposit information. Client understands and agrees that Client is solely responsible for its payroll, and that Forest Acres Payroll, as Client's payroll processor in accordance with the Client's own instructions, will not be responsible or liable for actual deposit amounts or for interest, expenses or additional claimed damages of any

kind to Client, Client's employees or any other third party. If corrections are due to Client's error, any additional transmission fees or time for processing correction of errors will be the sole responsibility of Client and Forest Acres Payroll will bill Client accordingly.

E. DIRECT DEPOSIT AUTHORIZATION: Client shall obtain and deliver to Forest Acres Payroll a signed copy of an employee direct deposit authorization form to be provided by Forest Acres Payroll for both debit and credit transactions with respect to each and every one of Client's employee that has requested direct deposit into his or her account. Client shall be solely responsible for ensuring that all account information for such employee remains current and correct, and, in the event employee changes banks or accounts, Client shall immediately deliver an updated authorization form for such employee to Forest Acres Payroll.

F. PAY CARD DISTRIBUTION: If Client has employees who do not have a bank account for direct deposit and Client wishes to pay said employees electronically, Client may choose offer employees a pay card. Forest Acres Payroll can provide pay cards to Client to issue to employees. However, any and all fees that are in any way associated with pay cards are the sole responsibility of the Client's employee, not of Client or Forest Acres Payroll. Client alone is required to provide employee with all pricing, fees and information that comes with a pay card.

SECTION FOUR: THIRD PARTY PAYMENTS

A. Client acknowledges and agrees that Forest Acres Payroll does not submit any third party payments for items withheld from Client's employee paychecks, with the exception of Federal and State tax payments. Any and all such payments, including, without limitation, 401(k) withholdings, wage garnishments, health/dental policies, supplemental insurance policies, employee savings accounts, etc. are and remain at all times the sole and exclusive responsibility of Client. Client agrees that any such payments are not in any manner the responsibility of Forest Acres Payroll, and that Client will make these payments in a timely manner.

SECTION FIVE: HOSTED APPLICATION: END USER AGREEMENT

A. Access to any online services/software granted by Forest Acres Payroll hereunder is only for personal, non-exclusive, nontransferable and non-assignable use in connection with the services provided under this agreement. No other use by Client is allowed or authorized.

B. Except for infringement claims arising out of Client's use of the hosted software or services as authorized hereunder, Client agrees to waive any and all claims that have or may arise under this agreement with respect to

any third party provider or owner of software or services for which usage is granted hereunder, and Client further acknowledges that no liability to Client of any kind is established in any such third party provider or owner under the terms of this agreement.

C. With respect to any claim of infringement arising out of Client's use of third party provided or owned software or service under this agreement, Client agrees to be bound by the remedies set forth in the provisions of such provider or owner's reseller agreement dealing with indemnification for infringement claims.

SECTION SIX: NEW HIRE REPORTING

A. If selected, Forest Acres Payroll can serve as the E-Verify Employer Agent for Client, as well as report for SC New Hire. Client must abide by E-Verify requirements in the E-Verify Employer Handbook, as well as Part B in the E-Verify Memorandum of Understanding for Employer Agents, to include posting the Notice of E-Verify Participation, as well as the Notice of Right to Work posters in both English and Spanish. E-Verify and SC New Hire reporting is included in the New Hire processing fee, as outlined in the Pricing Terms. If Client prefers to report to E-Verify and SC New Hire, the New Hire processing fee still applies.

B. New employees are required to be reported to E-Verify within the first three days of beginning work. Therefore, Forest Acres Payroll requires the I-9 and supporting documentation on the first day of the employee's work in order to report the individual within the three day rule. If Forest Acres Payroll does not receive the documentation on the first day of the employee's work, Forest Acres Payroll will not be held responsible for any penalty or fee assessed for late reporting and any such penalties or fees will be the sole responsibility of Client. Forest Acres Payroll will report the new employee based on the I-9 information provided by Client, without inspection or audit. It is the sole and exclusive responsibility of the Client, not Forest Acres Payroll, to ensure accuracy of information.

C. New employees are required to be reported to SC New Hire within the first twenty (20) days of beginning work. Therefore, Forest Acres Payroll requires the SC New Hire reporting information from the Client within the first five (5) days of beginning work, in order to report the individual in the time limit. If the documentation is not provided within the employee's first five days of beginning work, Forest Acres Payroll will not be held responsible for any penalties or fees for late reporting and any such penalties or fees will be the sole responsibility of Client. It is the sole and exclusive responsibility of the Client, not Forest Acres Payroll, to ensure accuracy of information.

Forest Acres Payroll Pricing Terms

Monthly Payroll Fee as agreed upon in payroll contract: Client agrees that it shall be responsible for the monthly payroll fee quotes by Forest Acres Payroll and accepted by Client by signature of the Payroll Services Agreement ("the Agreement"), as well as any other applicable fees as set forth in the Agreement and these Payroll Pricing Terms.

New Hire \$15: Each time a new hire is added to payroll, there is a \$15 new hire fee for each new hire added to the following month’s bill. This fee includes setup of the new hire in the payroll system, E-Verify reporting (within the employee’s first 3 days of work) and SC New Hire (within the employee’s first 20 days of work). This fee is applicable even if Client chooses to do the new hire reporting.

Extra W-2s: Any and all additional W-2s above the contracted number of W-2s are billed at \$5 per W-2. This will be added to February’s billing when applicable.

Non-Sufficient Funds: Any charges made by the direct deposit provider, InterceptEFT, and/or banks on or for client’s account, including any NSF charges, will be the sole responsibility of the client. Any NSF fees charged by InterceptEFT will be added to the client’s next bill. Additionally, if Forest Acres Payroll has to reprocess a file due to non-sufficient funds, Forest Acres Payroll will charge \$50 for these services.

Off-Cycle Payrolls: If additional paychecks are needed by client outside of the regularly scheduled pay periods, Forest Acres Payroll charges \$35 to process an off-cycle payroll for one employee. Additional employees for off-cycle checks are charged at \$10 per employee. If additional checks are processed with payroll (such as a separate bonus check), those are billed at \$3.00 per check.

Late Payroll Authorization: Payroll authorizations are due to Forest Acres Payroll by Noon three business days prior to the pay date. Ex: For a Friday payroll, the authorization is due by Noon on Tuesday. For the first instance of late authorization, the client will be notified. For the second and each and every subsequent instance of late authorization, a late fee of \$25 will be added to the next month’s bill.

Additional Research &/Or Report Generation Upon Client’s Request: If the client requests additional research and/or report generation when such reports have previously been provided to the client, this service will be provided on a time-fee basis at the rate then applicable for this request. The client will be notified of the hourly rate and must provide acceptance before any work commences on said request.

Client Name: Church of the Good Shepherd
Signature: Cheryl C Coppedge
Cheryl C Coppedge (Feb 22, 2019)
Printed Name: Cheryl C Coppedge
Title: Senior Warden of the Vestry
Date: Feb 22, 2019