



**PERSONNEL**  
**dynamics**  
*Staffing Solutions—Now.*

January 3, 2024

Grand Rapids Area Library  
140 NE 2<sup>nd</sup> Street  
Grand Rapids, MN 55744

Dear Wil:

We would like to thank you for choosing Personnel Dynamics to assist you with your employee needs. It is a pleasure working with you and we look forward to continuing our working relationship.

At Personnel Dynamics, we have prided ourselves on keeping things simple for our Clients and Employees. Due to several legislative changes, we have had to alter our contract to reflect those changes. We have included a new contract for you to review and sign as well as an information sheet on the new Minnesota Earned Sick and Safe Time law. We will be implementing that this year and will track time accrued and used by employees. Please note that if they use the Earned Sick and Safe Time, it must be reflected on their timecard as such, so we can keep our records accurate.

Please sign the included contract and return it in the self-addressed, stamped envelope.

If you have any questions give us a call at 327-9554.

Thank you,

Kyla Ward  
Owner of Personnel Dynamics





This Staffing Agency Contract (the "Contract") is effective as of this 3rd day of January, 2024, by and between:

Staffing Agency: **Personnel Dynamics, LLC** (the "Agency") a corporation located at 604 NW 1<sup>st</sup> Ave, Grand Rapids, MN 55744 and

Client: **Grand Rapids Area Library** ("Client")

located at 140 NE 2<sup>nd</sup> Street, Grand Rapids, MN 55744 [Address].

WHEREAS, Agency provides temporary and/or permanent staffing services for various industries;

WHEREAS, Client is in need of such staffing services;

NOW, THEREFORE, the Parties agree as follows:

#### **1. Rights, Duties, and Responsibilities.**

- a) Beginning on January 3, 2024, Agency shall recruit, screen, interview, hire, and assign its employees ("Staff") to perform temporary and/or permanent employment in accordance with the terms and conditions set forth in this Contract.
- b) Client shall provide Agency with job descriptions, qualifications, and other relevant information for each position to be filled.
- c) Agency shall perform Minnesota Criminal background checks for all employees it selects for assignment to Client and will not assign unqualified personnel.
- d) Agency, as the common law employer of assigned Staff, will pay wages and provide benefits offered by Agency. Agency will withhold, and transmit payroll taxes; provide unemployment insurance, and workers' compensation benefits.
- e) Agency will comply with all federal, state, and local labor and employment laws, including, but not limited to, the Affordable Care Act and provisions applicable to the assigned employees of a staffing agency relating to minimum essential coverage and full-time employees. Client is free from indemnification under ACA.
- f) Agency has the right to inspect the work site and address performance issues and to enforce Agency's employment policies.
- g) Client will supervise Staff performing work and maintain control over business operations, products, services, and intellectual property.
- h) Client will provide Staff with a safe working environment and appropriate training and safety equipment necessary to avoid contact with hazardous substances or conditions.
- i) Client agrees not to change the Staff's assigned job duties without Agency's prior written consent.
- j) Client will exclude Staff from their benefit plans and avoid making offers or promises related to Staff's compensation or benefits.
- k) Client will report any injuries to Agency in a timely manner. Also, Client must submit information regarding any termination (including layoffs and voluntary quit) to the Agency.

**2. Billing, Payment and Timecards.** For services provided, Client agrees to pay Agency the fees specified below for the services rendered under this Contract.

- a) For each temporary Staff assigned to Client, Agency agrees to charge:

Job Title: Fill-in Helper                      Wage: \$17.00 + 37% =    Billing rate: \$23.29

Client will be invoiced weekly. Payment is due upon receipt of the invoice. Unpaid balances 30 days or more from the date of the invoice shall accrue interest at a rate of 10%

- b) If Client hires or engages any temporary Staff assigned by Staffing Agency as a direct employee or independent contractor within 90 days of the commencement of the Staff's assignment, Client agrees to pay Staffing Agency a buy-out fee:

- Direct Hire is equal to \$2000.00
- Contract buy-out after 30 working days is equal to \$1700.00.
- Contract buy-out at after 60 working days is equal to \$1200.00.
- Contract buy-out any time after 90 working days is no additional fee.

- c) Client shall reimburse Agency for any pre-approved out-of-pocket expenses incurred by Agency in connection with this Contract.
- d) Staff must submit a weekly record of hours. This record must be approved by Staff and Client representative. The verified hours must be submitted to Agency no later than start of business each Tuesday in order to be paid and billed on time.
- e) As employees of Agency, Staff are not entitled to premium pay for overtime, holidays, or weekends unless Client authorizes, directs, or allows Staff to work during premium work time, in which case, the cost of premium pay will be passed on to Client.
- f) Client is responsible for notifying Agency of any MN Sick and Safe Time used in order to keep employee records accurate and will be responsible for any Mn Sick and Safe Time hours used.
- g) Client is responsible for informing Agency of all Staff injuries immediately.

**3. Term and Termination.** This Contract shall commence on January 3, 2024 and continue until terminated by either Party upon 10 days' written notice. Either Party may terminate this Contract immediately upon written notice to the other Party if the other Party breaches the terms of this Contract and fails to cure such breach within 10 days of receiving written notice of the breach.

**4. Relationships of the Parties.** Agency is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Agency shall have no authority over Client. The Staff provided by Agency shall be deemed employees or contractors of Agency, and Agency shall be solely responsible for their supervision, direction, compensation, and any required benefits.

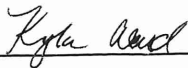
**5. Confidentiality.** Both Parties agree to keep confidential non-public information received from the other Party during the course of this Contract.

**6. Indemnification.** Each Party shall hold harmless the other Party from all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to its breach of this Contract or any negligent or wrongful act or omission in connection with the performance of its obligations under this Contract.

**7. General Provisions.**

- a) This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- b) This Contract may be amended only in writing signed by both Parties.
- c) This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.
- d) Any notices required or permitted to be given under this Contract shall be in writing and deemed given when personally delivered, to the Parties at their respective addresses set forth above or to such other address as a Party may designate by notice to the other Party.
- e) Any dispute arising from this Agreement shall be resolved through:
  - Court litigation. Disputes shall be resolved in the courts of the State of Minnesota.
  - If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
  - Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
  - Mediation.
  - Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- f) This Contract shall be governed by the laws of the State of Minnesota.
- g) If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- h) The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision, nor shall it affect the right of such Party thereafter to enforce such provision or any other provision.

IN WITNESS WHEREOF, the Parties have executed this Staffing Agency Contract as of the Effective Date.

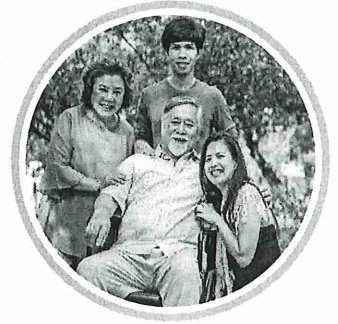
<u>Personnel Dynamics, LLC</u> Staffing Agency Name	 <hr style="width: 100%; border: 0.5px solid black;"/> Staffing Agency Representative Signature	<u>Kyla Ward – Owner</u> Staffing Agency Representative Name and Title
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<hr style="width: 100%; border: 0.5px solid black;"/> Client Name	<hr style="width: 100%; border: 0.5px solid black;"/> Client Representative Signature	<hr style="width: 100%; border: 0.5px solid black;"/> Client Representative Name and Title
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# Earned sick and safe time

## WHAT IS SICK AND SAFE TIME?

Sick and safe time is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse.



## WHO IS ELIGIBLE?

An employee is eligible for sick and safe time if they:

- work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Temporary and part-time employees are eligible for sick and safe time. Sick and safe time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.

## HOW MUCH LEAVE CAN EMPLOYEES EARN?

An employee earns one hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year unless the employer agrees to a higher amount.

## AT WHAT RATE MUST THE LEAVE BE PAID?

Sick and safe time must be paid at the same hourly rate an employee earns when they are working.

## WHAT CAN THE LEAVE BE USED FOR?

Employees can use their earned sick and safe time for reasons such as:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

## WHICH FAMILY MEMBERS ARE INCLUDED?

Employees may use earned sick and safe time for their following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

# Earned sick and safe time

## WHAT ADDITIONAL SICK AND SAFE TIME RESPONSIBILITIES DO EMPLOYERS HAVE?

In addition to providing their employees with one hour of paid leave for every 30 hours worked, up to at least 48 hours each year, employers are required to:

- include the total number of earned sick and safe time hours accrued and available for use, as well as the total number of earned sick and safe time hours used, on earnings statements provided to employees at the end of each pay period;
- provide employees with a notice by Jan. 1, 2024 — or at the start of employment, whichever is later — in English and in an employee's primary language, that is not English, informing them about earned sick and safe time; and
- include a sick and safe time notice in the employee handbook, if the employer has an employee handbook.

The Minnesota Department of Labor and Industry will prepare a uniform employee notice that employers can use and will make it available in the five most common languages spoken in Minnesota.

## CURRENT SICK AND SAFE TIME LOCAL ORDINANCES

Earned sick and safe time local ordinances already exist in the cities of Bloomington, Minneapolis and St. Paul, Minnesota. When Minnesota's statewide earned sick and safe time law goes into effect Jan. 1, 2024, employers must follow the most protective law that applies to their employees.



### Sick time

For physical or mental health conditions, illness or injury



### Safe time

To address domestic abuse, sexual assault or stalking

**mn** DEPARTMENT OF  
LABOR AND INDUSTRY

Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155  
651-284-5075 • 800-342-5354 • [dli.mn.gov](http://dli.mn.gov) • [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us)

Notice: This is a brief summary of Minnesota law. It is intended as a guide and is not to be considered a substitute for Minnesota Statutes regarding earned sick and safe leave.