

**INDEPENDENT CONTRACTOR AGREEMENT – Fiscal Manager**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between New Horizons Crisis Center (“NHCC”), and \_\_\_\_\_ (“Contractor”).

**WHEREAS**, Contractor offers financial accounting services; and

**WHEREAS**, NHCC wishes to engage Contractor to provide the services described in Paragraph 1.1 below;

**NOW, THEREFORE**, for the consideration and mutual obligations described below, NHCC and Contractor agree as follows:

**SECTION 1 – SERVICES TO BE PROVIDED**

**1.1 Services.** Contractor has been engaged to provide services relating to financial accounting. In performing such services, Contractor agrees to provide accounting services and administrative support to NHCC’s Executive Director in the financial, business and program operations of NHCC. In performing such services, Contractor agrees to follow NHCC’s Fiscal Manager Job Description (Attachment A hereto) and complete the duties and responsibilities described therein.

Contractor further agrees that, while Contractor operates independently, she shall, in all such aspects of performing such services, comply with the law.

**1.2 Contractor Status.** Contractor and NHCC acknowledge and understand that this Agreement constitutes a service contract and that Contractor is acting as an independent contractor in performing the services described in this Agreement. Contractor is free to perform services for NHCC in the manner Contractor sees fit, without direction from or control by NHCC over the method or manner by which Contractor provides such services. Therefore, nothing in this Agreement shall constitute a partnership, joint venture, or employer/employee relationship between Contractor and NHCC, and neither party is the agent of the other. Moreover, Contractor shall have no authority to bind or otherwise obligate NHCC in any manner, nor shall Contractor represent to anyone that Contractor has a right to do so. Contractor further agrees that in the event NHCC suffers any loss or damage as a result of a violation of this provision, Contractor shall indemnify and hold NHCC harmless from any such loss or damage.

**SECTION 2 – TERM**

This Agreement shall become effective on the following date: \_\_\_\_\_, and shall continue until \_\_\_\_\_, or until canceled by one party in accordance with Section 3 of this Agreement.

### **SECTION 3 – TERMINATION OF AGREEMENT**

**3.1 Termination, Generally.** This Agreement may be terminated by NHCC at any time, upon the mutual written agreement of NHCC and Contractor at any time, or unilaterally by Contractor upon written notice to NHCC's Executive Director thirty (30) days prior to cessation of services.

**3.2 Death.** In the event Contractor dies during the term of this Agreement, this Agreement shall terminate immediately, and NHCC will make payment to Contractor's estate for any services that have been performed and invoiced, but for which payment is still outstanding.

### **SECTION 4 – PAYMENT FOR SERVICES; EXPENSES**

**4.1 Payment.** In consideration of all services to be rendered by Contractor to NHCC, NHCC shall pay Contractor \$\_\_\_\_\_ (\_\_\_\_\_ dollars and zero) per hour, to a maximum of twenty-five (25) hours per month. Any services to be rendered by Contractor in excess of 25 hours in any given month must be pre-approved by the Executive Director. Contractor is also eligible for reimbursement incurred related to travel expenses for these services in accordance with NHCC's Agency Travel policies. Said payments shall be paid in a timely manner upon receiving a detailed invoice of such services from Contractor (outstanding NHCC expenses are generally reviewed and paid every two weeks).

**4.2 Withholding; Other Benefits.** Payments made by NHCC pursuant to this Agreement shall not be subject to withholding of income taxes and/or other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. Moreover, Contractor is not covered by or eligible to participate in any of NHCC's employee benefits programs, including, but not necessarily limited to, the following: accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to NHCC employees.

**4.3 Tax Treatment.** Contractor acknowledges and agrees that Contractor is fully responsible to discharge all tax obligations imposed upon Contractor by federal and state law, and Contractor shall hold NHCC harmless on account of any failure by Contractor to do so.

**4.4 Business Equipment.** As an independent contractor, Contractor will pay all expenses associated with Contractor's business, including, but not limited to, office space, stationary and business cards; NHCC shall not reimburse Contractor for any such expenses.

### **SECTION 5 – CONFIDENTIALITY; WORK MADE FOR HIRE**

**5.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by NHCC, including amount paid therefore, client and customer lists, client and customer information pertaining to NHCC services, and other NHCC data and information related to its business, business model, and strategy (hereinafter collectively "Confidential Information") are valuable assets of NHCC and/or subject to privacy obligations. Except for disclosures required to be made to advance the business of NHCC and information which is a matter of public record, Contractor shall not, during the term of this Agreement or

after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with NHCC's prior written consent.

**5.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to NHCC's business or containing any Confidential Information shall be the sole and exclusive property of NHCC, and shall be returned to NHCC upon the termination of this Agreement or at any time upon NHCC's written request.

**5.3 Continuing Obligations.** Contractor agrees that the provisions of Section 5 survive the termination of this Agreement.

## **SECTION 6 – ASSIGNMENT**

**6.1 Assignment (NHCC).** The rights and obligations of NHCC under this Agreement shall inure to the benefit of and shall be binding upon NHCC's successors and may be assigned, for all or any part of the term hereof, by NHCC to any such successor organization.

**6.2 Assignment (Contractor).** Contractor understands and agrees that this Agreement is a personal service contract and that his/her rights and obligations under this Agreement are personal to him/her and shall not be assigned to anyone else, in whole or in part, without the prior written consent of NHCC.

## **SECTION 7 – REPRESENTATIONS & WARRANTIES; OTHER TERMS**

**7.1 Representations & Warranties of Contractor.** Contractor represents and warrants to NHCC that there is no obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's services under this Agreement.

**7.2 Alteration of Agreement.** Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

**7.3 Choice of Law.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Minnesota.

**7.4 Interpretation.** This Agreement has been entered into after review and negotiation of its terms by Contractor and NHCC. The Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. No ambiguity or omission shall be construed or resolved against either party on grounds that this Agreement or any provision of this Agreement was drafted or proposed by such party.

**7.5 Severability.** In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of

any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and this Agreement shall continue in force.

**7.6 Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

**7.7 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**WITNESS OUR SIGNATURES,** this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_ . NEW HORIZONS CRISIS CENTER

BY: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Representative

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Date

**NEW HORIZONS CRISIS CENTER (NHCC) IS AN EQUAL OPPORTUNITY EMPLOYER AND EQUAL OPPORTUNITY PROVIDER.**

**Equal Employment Opportunity Statement**

It is the policy of New Horizons Crisis Center (NHCC) to provide equal employment opportunity for all, without discrimination on the basis of ancestry, family or medical care leave, gender identity or expression, genetic information, medical condition, political affiliation, protected veteran status, race, color, creed, religion, national origin, sex (including pregnancy), marital status, status with regard to public assistance, disability, sexual orientation, familial status, age, or any other characteristic protected by applicable laws, regulations, and ordinances.

**POSTING**

**STARTING WAGE: \$25.00 - \$35.00 Per Hour (Negotiable) - Depending on education, knowledge, experience, and skills.**

To apply, please submit your letter of interest, resume, and completed NHCC application (<https://www.newhorizonscrisiscenter.org/pdf/NHCC-Employment-Application.pdf>) - all three of the requested items are required in order to be processed as an application - to NHCC's Executive Director. Position open until filled. Your application can be submitted by mail or in person (349 West Main St., Suite 3, Marshall, MN 56258) or e-mail ( [carrieb@nhccmn.com](mailto:carrieb@nhccmn.com) ).

**People of color and people representing underserved communities are encouraged to apply.**

**New Horizons Crisis Center**  
**Job Description**

**POSITION TITLE: Fiscal Manager**

**POSITION CLASSIFICATION: Independent Contractor (Approx. 20 - 25 hrs. monthly / 7 hrs. biweekly)**

**SALARY CLASSIFICATION: Non-exempt**

**SUPERVISOR: Executive Director**

**POSITIONS SUPERVISED: None**

**BENEFITS INCLUDE: NA / Independent Contractor Position**

**POSITION PRIMARY PURPOSE: The Fiscal Manager provides administrative support to the Executive Director in the financial, business and program operations of New Horizons Crisis Center ("NHCC").**

**DESIRED MINIMUM QUALIFICATIONS: Individuals with diverse backgrounds, varied life experiences, who are bilingual, and/or survivors of crime encouraged to apply.**

**Education and Experience:**

- Associate's Degree in Accounting, Business, or Public Administration, or equivalent work experience.
- At least one year of secretarial/clerical experience.
- Any equivalent combination of education and relevant work experience.

**Knowledge, Skills, and Abilities:**

- Believes in the mission, goals, and services of NHCC.

- Experience with computers and ability to use them for financial spreadsheets and forms; Word documents; and accounting software packages, including QuickBooks Online.
- Knowledge of Governmental/Nonprofit accounting techniques and fiscal management practices.
- Maintain ethical and efficient business practices.
- Ability to communicate effectively, both orally and in writing, with clients, professionals, employees and others in the community.
- Ability to successfully complete in-house training and orientation.
- Eagerness to perform other duties and assume additional responsibilities as directed by the Executive Director to ensure efficient operations.
- Ability to pass a criminal background check.

**TOOLS AND EQUIPMENT USED:**

- Requires use of personal computer (MS Office Suite), email, and other office and communication equipment.

**ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

- Responsible for processing, reviewing and recording the following in the NHCC general ledger and grant accounting activities: a) cash receipts, deposits and bank transfers; b) payroll transactions, including payment of payroll liabilities and tax deposits; c) accounts payable, expense reimbursements and cash disbursements; d) preparation and entry of necessary general journal entries; e) preparation of monthly bank account reconciliations; f) preparation of the balance sheet and revenue/expenditures vs. budget financial reports; and f) preparation of monthly and quarterly grant reports, if applicable or requested by the Executive Director.
- Prepares and processes the NHCC biweekly payroll: a) prints and distributes payroll checks; b) makes tax withholding and Roth IRA or Tax-Deferred Annuity payments to various governmental agencies and retirement companies; and c) maintains employee PTO accrual records.
- Prepares quarterly payroll tax and wage reports: a) IRS Form 941s; b) State of Minnesota – Department of Revenue – MW-1 – Employer’s Quarterly Withholding Return; c) State of Minnesota – Department of Economic Security – Employer’s Quarterly Wage Report; d) Quarterly Expense/Cost Allocations, including the allocation of expenses to individuals programs and administrative expenses to individual programs; and e) preparation of quarterly grant reports if applicable or requested by the Executive Director.
- Assistance with the preparation of annual payroll tax and wage reports: a) IRS Forms W- 2; b) IRS Form W-3; c) State of Minnesota – Department of Revenue – MW-6 – Year- End Withholding Return/Reconciliation; d) IRS Forms 1099 – Miscellaneous Income; and e) IRS Forms 1096 – Annual Summary of Transmittal of U.S. Information Returns.
- Assistance with the Annual Audit, including but not limited to: a) responsible for preparation and solicitation of auditor Request for Proposals, as requested; b) prepares fiscal year-end adjusting entries; c) prepares fiscal year-end financial reports; and d) assists auditor during fieldwork
- Provides fiscal support to the Executive Director: a) participates in fiscal year budgeting process, which includes assistance with planning the annual operating budget; b) assists with preparation of annual grant applications and reports; c) responsible for preparing and entering grant budgets; d) completes non-routine correspondence regarding accounting/financial data or transactions; and e) provides additional service at the request by the Executive Director and/or Board of Directors.
- Files materials and maintains the NHCC administrative filing system.
- Prepares forms, reports and schedules for the Executive Director when necessary.
- Informs the Executive Director of potential problems noticed.
- Ensures all NHCC accounting and funding is in compliance with state and federal requirements.
- Responsible for internal fiscal controls to assure integrity, accountability and safety of the fiscal system.
- Contributes to a positive work attitude by working cooperatively with others and conducting oneself as a team player.

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- Maintains client confidentiality and reporting criteria as defined by law.
- Performs related work as apparent or assigned.

**OTHER RESPONSIBILITIES:**

Performs other duties and assumes additional responsibilities as directed by the Executive Director to ensure efficient operations.