

# Service Agreement for Visual Employee Portal

## Add-on Application to Systems 3000 Visual Payroll

For Systems 3000 Use Only

School District: \_\_\_\_\_ One Time Setup Fee: \_\_\_\_\_

Business Administrator: \_\_\_\_\_ Annual Fee: \_\_\_\_\_

Payroll Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

### Terms and Conditions

**1. Agency.** School District appoints Systems 3000 and their processing organizations as its sole agent for the creation and delivery of electronic pay statements, W-2s, messages, forms, and any other such designated electronic documents, to those persons designated as school district employees (the "Recipients").

**2. Fees.** School District will pay a One-Time Setup Fee to create the District's Employee Portal and provide training to the district's Portal Administrator. There will also be a recurring Annual Fee, due July 1<sup>st</sup> of each year, to cover the on-going cost of Web Hosting, Data Storage and Retention. This fee will be based upon the number of W2 forms issued by the District in the prior year. Amounts, invoicing and payment terms for these fees will be addressed in a separate document.

**3. Indemnification.** School District shall be solely responsible for compliance with all laws and regulations, whether federal, state, or local. Systems 3000 makes no representation or warranty that any form provided on-line is sufficient or otherwise in compliance with applicable federal, state, or local legal requirements or rules. School District will indemnify and hold harmless Systems 3000 and Systems 3000's processing organizations from any and all claims, lawsuits, demands, damages, costs, or other expenses, including, but not limited to, attorney fees, resulting from or in any way related to (a) School District's breach of any warranty contained herein or arising by operation of law; (b) any act or omission of School District or School District's employees or agents, including fraudulent or incorrect transmission of data, or unauthorized or inappropriate access to the Employee Portal's data files; (c) School District's failure to comply with any applicable law, regulation or rule; or (d) any distribution of or failure to distribute information to an Recipient, except to the extent caused by Systems 3000's negligence; provided, however, that this indemnification shall not apply to any loss caused to Systems 3000 by failure of the forms provided by Systems 3000 to comply with the law, if such forms have been properly used by School District in accordance with Systems 3000 directions.

**4. Delivery.** School District acknowledges that delivery of electronic pay statements, W-2s, messages, forms, and any other such designated electronic documents occurs within 24 hours once the correct data has been received from the School District, processed into the Employee Portal, and made available for access on the Employee Portal system per the timing options selected by the School District. Availability of electronic pay statements, W-2s, messages, forms, and any other such designated electronic documents on the Employee Portal system constitutes successful delivery of the designated electronic documents, and is independent of the delivery of email notifications, text message notifications, or failure thereof.

**5. Warranties and Limitations of Liability.** Systems 3000 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE. Because of the difficulty of fixing actual damages, the parties agree that Systems 3000's liability hereunder, if any, shall be limited to the annual fee stated at the beginning of this document, regardless of the cause or origin of such loss or damage and whether it results directly or indirectly from performance or non-performance of Systems 3000's obligations under this Agreement. IN NO EVENT WILL Systems 3000 BE RESPONSIBLE FOR (A) ANY INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF SYSTEMS 3000'S DUTIES, OR (B) FOR ANY LOSS OR DAMAGE TO SCHOOL DISTRICT, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, VARIOUS COURIER SERVICES,

**6. Confidentiality.** It is recognized that the importance of protecting the privacy of the School Districts' personal information must be maintained. Systems 3000 agrees to provide secure data storage and high level distribution services. Rigorous security standards will be maintained and procedures regarding unauthorized access to School District information will be compliant with SAS70 auditing standards. Information regarding the School Districts' personal information will be distributed to third parties only when (a) the information is provided to complete a School District initiated transaction, (b) the School District requires it, (c) the Employee initiates it, (d) the disclosure is required by/or allowed by law, or (e) it is necessary to process transactions and provide our services.

# Service Agreement

**7. Delays and Excuse from Performance.** Systems 3000 shall not be liable for any delay or other failure of performance caused by factors beyond the reasonable control of Systems 3000 or its processing organizations, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the School District's software or acts of third parties.

**8. Term and Termination.** The term of this Agreement shall be for one year and subject for review and acceptance each year thereafter unless terminated as follows. Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, all rights and obligations hereunder shall cease except School District's obligation (a) to pay the applicable fees and provide indemnification for any services performed by Systems 3000 prior to the effective date of termination, and (b) to pay for any items returned subsequent to the effective date of termination. Upon termination, and at School District's request, Systems 3000 will supply a backup copy of data that has been collected and stored over the active period of this agreement.

**10. Disclaimer of Third Party Rights.** The rights and obligations created by this Agreement apply solely to the parties hereto, except with respect to the indemnity provisions applicable to Systems 3000's processing organization(s). Systems 3000, its processing organization(s), and the School District do not intend that any other third party, including Payees shall (i) benefit from the performance of the duties described herein, or (ii) acquire any cause of action or other claim against Systems 3000 for non-performance of those duties.

**11. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties relating to the specific subject matter hereof. No modification of this Agreement shall be binding on Systems 3000 unless such modification is in writing and signed by an authorized representative of Systems 3000.

**12. Notices.** Any notice required or allowed to be given under this Agreement shall be addressed to the other party at the address set forth on the second page or to such other address as either party may instruct the other party in writing.

**13. Applicable Laws.** This Agreement shall be construed in accordance with the laws of the State of New Jersey.

**14. Assignability.** This Agreement is non assignable by either party without first receiving the prior written consent of the other party

**15. System Data.** The School District shall provide Systems 3000 with all data necessary to access and create the desired electronic documents ("System Data"), and shall make periodic checks to assure that the System Data is current and accurate at all times. Systems 3000 assumes no responsibility or liability for the accuracy of System Data provided by the School District, or delays in service caused by incorrect System Data. School District warrants to Systems 3000 that all System Data delivered to Systems 3000 by School District (a) will be in the proper format as specified during integration, (b) will contain true and accurate information, (c) will be fully authorized by School District, and (d) will be timely under the terms and provisions of this Agreement. Systems 3000 has no responsibility to review such System Data in any manner, including accuracy, consistency, and conformity to prior System Data.

## Authorized Signatures

School District: \_\_\_\_\_

Authorized Representative (Please print.): \_\_\_\_\_ Title: \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## For Systems 3000, Inc.

Authorized Representative (Please print.): \_\_\_\_\_ Title: \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Proposal for Employee Portal

## Add-on Application to Systems 3000 Visual Payroll

Date: March 25, 2010

School District: Randolph Township School District  
25 School House Road  
Randolph, NJ 07869

Business Administrator.....: Michael Neves  
[Mneves@rtnj.org](mailto:Mneves@rtnj.org)  
(973) 361-0808 x8213

Payroll Supervisor...: Victoria Tartaglia  
[vtartaglia@rtnj.org](mailto:vtartaglia@rtnj.org)  
(973) 361-0808 x8221

Number of W2s/Prior Year.....: 1,225 2009 W2's as per Victoria Tartaglia

One Time Setup Fee.....: \$4,000 due July 1, 2010 (covers initial setup of website, testing and training)

Annual Recurring Fee.....: \$5,880 half due July 1, 2010; half due Jan. 1, 2011 (covers July 2010–June 2011 school year)

Current Year Pro-rated fee.....: \$1,470 due July 1, 2010 (represents ¼ annual fee, to cover April/May/June 2009)

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Total due on or before 7/1/2010...: \$8,410 Total due on 01/01/2011.....: \$2,940

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Employee Portal will be delivered with the capability to store, display and print employee check stubs. Employee takes ownership of the method of notification, meaning they sign onto the Portal, change their own password, answer verification/password reminder questions, and choose the way(s) they wish to be informed that a new check stub has been posted. Once they sign onto their data, they may view, print, save or email only their own check stubs. Data will be kept on file for seven (7) years and there is no restriction on keeping the individual's data available to former employees. There is also a district-to-employee messaging capability so that the district may send messages and require they be read before an employee views their data. The Annual Data Upload/Retention/Website hosting Fee covers all of the preceding and will be based on the number of W2's issued by the district in the prior year.

**Future expansion** that will incur additional charges, if selected by the district, includes W2 image storage for seven (7) years, with the ability to print as many government approved copies as the employee desires. Employee self-service, in the form of W4 changes and basic employee demographic information (address, phone numbers, etc.) changes, is planned for phase-in over the first year and will allow employees to electronically submit changes directly to the payroll department for their review and approval before they are made to the Systems 3000 database.

District will be required to sign a service agreement, that also indemnifies Systems 3000 for data posted to the website. We will need a digital copy of the school's logo and can build the district's website with one primary color as requested by the district. Enter color here: royal blue  
Your website address will end with a unique designation for your School District. The proposed value for you is Systems3000-rtnj

### School District

Authorized Representative (Please print.): Michael Neves Title: Business Administrator

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### For Systems 3000, Inc.

Authorized Representative (Please print.): James Harrington Title: Implementation and Client Services

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_