

AGREEMENT FOR PAYROLL PROCESSING SERVICES

This Agreement ("Agreement") is entered into as of the 8th day of July, 2025, by and between the Union County Educational Services Commission, with its principal offices located at 45 Cardinal Drive, Westfield NJ 07090 ("UCESC"), and EKGOL, with its principal offices located in Piscataway, NJ ("EKGOL").

WHEREAS, UCESC desires to retain EKGOL to provide certain payroll-related services; and

WHEREAS, EKGOL is willing and able to provide such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Services to Be Provided

EKGOL shall provide payroll-related services to UCESC, including but not limited to the processing of bi-monthly payrolls and all related agency transactions (collectively, the "Services").

All services shall be performed using UCESC's designated payroll system, EDUMET. EKGOL shall access EDUMET via a secure Virtual Private Network (VPN) provided or approved by UCESC.

2. Compensation

UCESC shall pay EKGOL a fee of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00) per quarter for the Services.

Payments shall be made monthly in advance of the month during which services are to be rendered.

3. Term and Termination

This Agreement shall commence on the effective date above and shall remain in effect unless terminated by either party in accordance with this section.

This Agreement may be terminated by either party without cause upon sixty (60) days' written notice to the other party.

4. Access and Security

EKGOL shall only access the EDUMET system via a secure VPN connection. EKGOL agrees to comply with all applicable UCESC security protocols and policies related to data access and confidentiality.

5. Independent Contractor

EKGOL shall perform the Services as an independent contractor and not as an employee, partner, or agent of UCESC. Nothing in this Agreement shall be interpreted as creating an employment relationship between the parties.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, understandings, and representations.

8. Insurance

EKGOL shall maintain appropriate insurance coverage for the duration of this Agreement and shall provide UCESC with a current Certificate of Insurance naming the Union County Educational Services Commission as an additional insured. The Certificate shall be provided prior to the commencement of services and upon renewal or request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Union County Educational Services Commission

By: _____

Name:

Title:

Date:

EKGOL

By: _____

Name:

Title:

Date: