

LISA LEWIS, DIRECTOR
STEPHANIE BONNETT, ASSISTANT FINANCE OFFICE
FREDA HOLDERMAN, ACCOUNTING SUPERVISOR

DEPARTMENT OF FINANCE

TO: Board Members
FROM: Lisa Lewis, Director of Finance *llw*
DATE: December 14, 2023
RE: PSST Business Process Review

The purpose of this communication is to present a proposal for a comprehensive Business Process Review by PSST, aimed at enhancing operational efficiencies within our district.

PSST, a trusted consulting firm, will deploy two experienced consultants to conduct an in-depth analysis of our various operational departments, including HR, PR, Benefits, Finance, and others. Over the course of 1.5 days, these consultants will immerse themselves in our current processes and procedures, engaging with departmental stakeholders, and posing relevant inquiries to gain a comprehensive understanding.

The primary objectives of this initiative are to identify areas for improvement, streamline workflows, and enhance overall efficiency. The consultants will leverage their expertise to develop a detailed efficiency plan that will be instrumental in guiding us towards optimized operational performance.

Upon completion of the onsite visit, PSST will compile a thorough review and report, serving as a roadmap for our district. This document will not only outline existing processes but also provide insightful suggestions and guidance on implementing recommended changes. The ultimate goal is to empower our district with a strategic plan for advancing operational effectiveness.

We believe that engaging PSST for this Business Process Review will be instrumental in fortifying our district's operational foundation. The insights and recommendations provided in the final report will enable us to make informed decisions and drive positive changes in our workflows. I ask the board to approve this proposal.

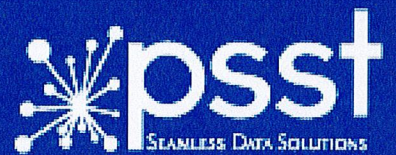
OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

A SERVICE PROPOSAL

K-12 BUSINESS SOLUTIONS

Helping K-12 districts realize efficiencies and cost savings with trusted Financial, HR, Payroll and Benefits solutions and caring service.





303 N. Hurstbourne Pkwy, Ste. 110
 Louisville, KY 40222
 Phone: (800) 488-7395

Bullitt County Business Process Review

Investment Proposal

QUO-01936-B4F8N0 (1)

Effective 12/14/2023 - 2/29/2024

TO: 24

Bullitt County Board of Ed
 1040 Hwy. 44 E.

Shepherdsville, KY 40165
 502-543-2271
 Attn: Lisa Lewis

Bill Cycle Start Date	Proposal Date
TBD	12/14/2023

DESCRIPTION OF PRODUCT/SERVICES

Two consultants will be onsite for 1.5 days, working with your various operational departments (HR, PR, Benefits, Finance, etc) observing current processes and procedures, asking questions, and developing an efficiency plan.

A final review/report will be provided to the district that will serve as a roadmap to assist in enhancing efficiencies in your current workflows, providing suggestions and guidance on ways to accomplish recommended changes.

This proposal also includes the travel expenses for the 1.5-day onsite visit.

Services	Qty	Price Per Unit	Total
K-12 Business Process Review	1	\$6,000.00	\$6,000.00
<i>Thank you for your business!</i>			\$6,000.00

Initial Investment: \$6,000.00

Yearly Investment: \$0.00

TERMS AND CONDITIONS

1. Subscription. Client is purchasing an onsite, phone or webinar-based consulting service for the hours referenced in the Agreement listed in the document. Client acknowledges and agrees that they will allow and make available any department staff members to meet with PSST's staff and answer the necessary questions in a timely manner in order for the final recommendations and Best Practices to be determined.
2. Term. The Service shall begin upon the execution of this agreement and continue through the Initial Term, set forth on the first page of this Agreement (i.e., one (1) year).
3. Payment. All invoices must be paid within forty-five (45) days.
4. Expenses. At the request for onsite consulting, Client will be responsible for travel expenses as defined in the Agreement which may include food, hotel, car rental or local car service, and flights the PSST staff.
5. Data Breach (where applicable). PSST makes every effort to protect Client's data in a highly secure environment. The Client shall also make every effort to not allow any Security Breach into the secured environment by way of its negligence or malfeasance. If either party becomes aware of any unlawful access to any Client data stored on PSST equipment or in PSST data centers, or unauthorized access to such data resulting in loss, disclosure, or alteration of Client data or any other data belonging to the parties or either of them (each a "Security Incident"), the discovering party will: (a) notify the other by written communication (including but not limited by email) of the Security Incident within twenty four business hours (24) from the time of discovery of the same; (b) PSST will investigate the Security Incident and provide the Client with information about the Security Incident; and (c) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Client data or to any of our equipment or facilities storing Client data. This may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents. The obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by either party of any fault or liability with respect to the Security Incident. The parties recognize that a Security Incident caused by one of the parties can be damaging to other party and that a party damaged by a Security Incident caused by the other party shall have the ability to seek recourse against the precipitating party and recover any and all remedies available at law and equity against the precipitating party following any Security Incident. Notification of a Security Incident, if any, will be delivered to one or more of your administrators by any means we select, including via email. It is your sole responsibility to ensure your administrators maintain accurate contact information at all times.
6. Integration (where applicable). In the event Client integrates Product with a third-party product or service, whether with or without PSST's Assistance, Client understands and agrees: (a) that PSST is authorized to provide Client data to a specified third-party or permit such third party to have access to Client's data, as required to accomplish the integration services; and (b) PSST is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Client's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Client data, or (iii) Client's uninterrupted access to a third party's services due to circumstances outside of the control of PSST.
7. Indemnification.
 - i. THE PARTIES SHALL BE LIABLE AND SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FOR ALL DAMAGES, CLAIMS, LOSSES AND EXPENSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND ARBITRATION AND COURT COSTS, AS WELL AS ANY DAMAGES, CLAIMS, LOSSES OR EXPENSES RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF PRODUCT, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY A PARTY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS, AND DIRECTORS.
 - ii. Upon termination of this Agreement for any reason, the provisions of this Sections shall survive termination

and continue in full force and effect.

8. Termination.

- i. Client may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to PSST or Client. In the event Client terminates this Agreement pursuant to this Section, PSST shall be entitled to retain all monies received from Client pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Client except for the obligations as set forth in this Agreement. PSST shall promptly return to Client any data, confidential information, materials, records, and other information furnished to PSST by Client. PSST shall return to Client, on a pro-rata basis, any fees paid in advance by Client that were not earned as of the date of termination.
- ii. PSST may terminate this Agreement for any breach by Client.
- iii. Data retention and storage is the responsibility of Client.
 - a. Unless a data retention and storage contract is entered into as outlined in 8.iii.b. below, PSST may deactivate all users and remove all of Client's data 30 days after the termination date.
 - b. Ongoing access to online compliance reports, such as ACA, is available with an ongoing yearly maintenance fee and separate contract. PSST will not retain this data after 30 of termination of contract.

9. Public Disclosure. Client grants to PSST the right to disclose publicly the fact that Client is using PSST's Services and/or Product, for PSST's advertising and promotional purposes, unless Client notifies PSST to the contrary.

10. Copyright and Trademarks. All intellectual property pertaining to Product, including trademarks and copyrights, is and shall remain the sole property of PSST and its affiliated companies.

11. Entire Agreement. This Agreement states the entire understanding reached between the hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreement, understanding, representations, and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

12. Governing Law. This agreement is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respect by the statutes, laws, and decisions of the Commonwealth of Kentucky, without reference to Kentucky's conflict of laws principle. Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Kentucky Uniform Arbitration Act (KRS 417) with claims heard by a panel of three (3) arbitrators. The parties hereby waive any defense of lack of personal jurisdiction, lack of subject matter jurisdiction, improper venue, and/or forum non-conveniens to arbitration in Jefferson County, Kentucky which might otherwise apply but for this Section 12. The costs of arbitration will be shared equally by the parties. Each party shall choose one disinterested person to act as an arbiter and the two arbiters shall choose a third disinterested arbiter. The panel of arbitrators will not have authority to change any of the terms of this Agreement. The parties shall timely present their claim to the panel of arbitrators whose majority decision shall be final and binding upon the parties. The prevailing party may be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded as such may be allowed upon application by the panel of arbiters Judgment upon any award rendered by the arbitrator may be entered in the Jefferson Circuit Court and then in any other competent Court for the purposes of enforcement.

CONSULTGENERIC07112022

_____ Initials

NOTICE: Information provided by PSST, LLC is not legal advice and should not be treated as such, should you have questions, please consult legal counsel

BY SIGNING BELOW, CLIENT CERTIFIES THAT THE ADDITIONAL TERMS AND CONDITIONS HAVE BEEN READ AND AGREE TO THE TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of PSST, LLC. (PSST) and are not to be shared with any third party without the prior written consent of PSST.

Client Representative

Name: Lisa Lewis _____

Signature: _____

Title: Director of Finance _____

Date: _____

PSST Representative

Name: Keith Kucler _____

Signature: _____

Title: Vice President of Client Services _____

Date: _____

PSST makes every effort to maintain compliance with all state and federal regulations, and is continually enhancing Product to assure compliance. Given the changing nature of federal and state guidelines and regulations, PSST commits to keeping Product fully compliant based upon the current understanding of mandatory regulations. Ultimately it is the Client's responsibility, with their legal representative, to ensure all reports filed with the federal and state agencies are complete, legal and accurate.

The following information is required to ensure a successful implementation.

Local Implementation Contact Name: _____

Phone: () _____ - _____ ext _____

Email: _____

Technology Contact Name: _____

Phone: () _____ - _____ ext _____

Email: _____

Billing Contact Name: _____

Phone: () _____ - _____ ext _____

Email: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.