STEPHANIE BONNETT, ASSISTANT FINANCE OFFICE FREDA HOLDERMAN, ACCOUNTING SUPERVISO

## DEPARTMENT OF FINANCE

TO:

**Board Members** 

FROM:

DATE:

December 14, 2023

RE:

SchoolCash Management Solution (KEV)

SchoolCash is a cloud-based educational software solution designed to meet the unique financial needs of K-12 public schools. SchoolCash integrates online payments, fee management, schoollevel accounting, and digital forms. This solution simplifies tasks, while providing transparency, accountability, internal controls, and reporting capabilities.

This system will replace the antiquated EPES system and My School Bucks which is utilized by the school bookkeepers. My School Bucks will remain active in regards to the School Nutrition program. There is a one-time training and implementation cost of \$4,600. The annual cost of the program is \$35,650 which provides SchoolCash Integration to Student Information System, SchoolCash Catalog, SchoolCash Register, SchoolCash Online, SchoolCash Donations, SchoolCash Access, training, and ongoing support. The initial term will allow for a slow implementation approach.

> Initial Term: 12/31/23 - 6/30/25 (18 months for the price of 12) Second Term: 7/1/25 - 6/30/26 (Annual price as proposed, no price increase) Third Term: 7/1/26 - 6/30/27 (Annual price as proposed, no price increase)

I ask the board to approve the SchoolCash Management Solution contract which was reviewed by the district's legal team.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

#### STATEMENT OF WORK

This STATEMENT OF WORK (the "Statement of Work"), dated December 31, 2023, is entered into by and between KEV Group Inc., a Delaware corporation with its principal place of business at 3000 S. Hulen Street Suite 124-562, Fort Worth, TX, 76109, USA ("KEV") and Bullitt County Schools having its principal place of business at 1040 Hwy 44 E, Sheperdsville, KY, 40165, USA (the "Client") and together with KEV collectively, the "Parties" (the respective address of KEV and the Client being referred to as the "Legal Address" of each).

WHEREAS KEV has developed several software and web-based solutions for school level accounting, online payment processing, and tracking of student obligations and other related services;

AND WHEREAS the Client desires to license such software and web-based solutions from KEV pursuant to this Statement of Work;

AND WHEREAS the Parties agree that this Statement of Work and the Products and Services to be provided hereunder (collectively, the "Service Offering") are subject to the terms and conditions of the Service Level Agreement (the "Agreement"), a copy of which is available on <a href="kevgroup.com/sla">kevgroup.com/sla</a> (the "Website"), and is expressly incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### ARTICLE 1.

#### ASSOCIATED CONTRACT DOCUMENTS.

1.1. This Statement of Work, the Schedules attached hereto and the documents referred to herein, including the Agreement, represent the entire and integrated agreement of the Parties all of which together shall be considered one and the same agreement.

## ARTICLE 2.

## **DEFINITIONS.**

**2.1. Defined Terms.** Capitalized terms used, but not defined, herein have the respective meanings ascribed to them in the Agreement.

#### ARTICLE 3.

#### **TERM**

3.1 Statement of Work Term. The Statement of Work shall be in effect for (18) months (the "Term") and shall automatically renew on July 1, 2025 unless either Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to the expiration of the Term.

#### ARTICLE 4.

#### **FEES & TIMING**

- 4.1 Fees. Other than as set forth in the Agreement, the fees for the Service Offering are set forth in <u>Schedule "A"</u> hereto. Fees related to training and implementation must be paid in full prior to implementation commencing.
- 4.2 Timing. The Parties commit to implement the Products according to the agreed-upon Implementation Timeframe, the details of which are attached hereto as <u>Schedule "B"</u>. The Client agrees that it shall pay all fees specified in <u>Schedule "A"</u> prior to the start of implementation. Any changes to the dates as noted in Schedule B will require mutual written agreement between KEV and Client.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the date first above set forth.

KEV Group Inc.					
Ву:	Name: Joshua Shuval Title: Director of Operations and Risk Management				
Bullit	t County Schools				
Ву:	Name: Darrell Coleman Title: Chairman of the Board	_			

#### SCHEDULE A

#### **Fees**

O N Annually		DESCRIPTION	UNIT PRICE	DISCOUNT		
	1		1			and the second section is a second section of
23	SCM-SFO	SchoolCash Management Solution	\$ 1,995	\$ 445	\$ 1,550	\$ 35,65
900 W.C. 400 W.W.	SCI	SchoolCash Integration	Included			
	SCC	SchoolCash Catalog	Included	The section of the se	and weather to a factor of the Property of the Control of the Property of the Control of the Property of the Control of the Co	garga arasan katha terratakan k
	SCR -	SchoolCash Register	Included		Language and the section of the sect	A RESIDENCE OF THE STATE OF
Jugginian was an alle	sco	SchoolCash Online	Included		Language	and the second of the second o
and an about	SCD	SchoolCash Donation	Included			
and the second second second					Subtotal	\$ 35,65
	Value Based Pricing	*4.0% + 0.10/item Merchant Processing Fees				
		modeld - that was followed in the control of the co				era e expensa in contre un partir a contre Si describir con fire Marita e
OTY.	SKU	DESCRIPTION	UNIT PRICE	DISCOUNT	NET PRICE	EXTENDED
ne-Time			]		ļ	
		and the second s		www.production.com/www.ryws.com/com/com/com/com/com/com/com/com/com/	**************************************	
		Implementation: Weekly meetings, penny				
		Tests, Needs Analysis, Database Setup, Chart of		\$ 100	\$ 200	\$ 4.600
23	IMP	Accounts Alignment	\$ 300	TOU	A STATE OF THE STA	
43						
		AND THE RESIDENCE AND		g graph a minerial communication in Arthurst Scotter is supering in minery in minery in character in the SA Communication in the Commun	Subtotal	4 60
	and the second s	Adoption to the control of the contr		1 (A) is a transfer transfer transfer to the construction of the c	Subtotal	\$ 4,60
	THE RESIDENCE OF THE STATE OF T		Section 2 and Astronomy Astronomy Astronomy			\$ 4.60 \$ 40.250
		A SERVICE AND A	The same of the sa		12/31/23 - 6/30/25	\$ 4,60 \$ 40,250
AND THE PROPERTY OF THE PROPER	And the second of the second o		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			\$ 4,60 \$ 40,250 \$35,650

## \*Transaction and Other Online Payment Fees and Functionality

KEV will add a fee of 4% + \$0.10 per item to all items created in SchoolCash Catalog for sale via SchoolCash Online (SCO) and SchoolCash Register (the 'Transaction Fee'). The item price visible to parents/guardians will be inclusive of this fee. The Transaction Fee is discounted from 4.5% plus 10 cents per item.

For items paid via SCO and Point of Sale (POS) the Transaction Fee includes any applicable merchant processing fees. The Transaction Fee will be automatically sent to KEV and will not be visible in SchoolCash Accounting.

For items paid via cash or check (specifically, not SchoolCash Online or POS) in SchoolCash Register the Transaction Fee will be deposited by the school to their bank account and will be accounted for in a pre-configured SchoolCash Management Account. For further clarity, the Transaction Fee for SchoolCash Register payments does not belong to KEV.

KEV has the right to change the Transaction Fee with 90 days' notice given to the Client. Please refer to additional Payment Terms and Conditions in the following link: <a href="http://www.kevgroup.com/paymentterms/">http://www.kevgroup.com/paymentterms/</a>

## \*\*Payment Terms

The One-Time Training and Implementation fee of \$4,600.00 and the annual recurring software fee of \$35,650.00 will be payable within 60-days of signing this Statement of Work. The annual recurring cost of \$35,650.00 will not increase for the first three terms of this Statement of Work. At the conclusion of the third term, the annual recurring software fee will be subject to standard price increases that will reflect the Consumer Price Index (CPI) + 2%. Should the Client cancel the contract prior to the initial term stated in Article 3.1 then the annual recurring software amount for the full term outlined in Schedule A Fees are immediately due.

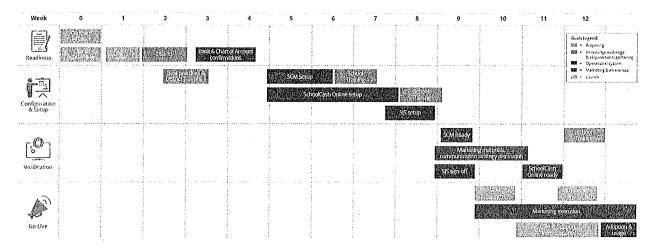
In order to facilitate credit/debit card payment processing, Client is responsible for completing a merchant application with KEV's then-current preferred payment provider. KEV reserves the right to change or add to its list of preferred payment providers at its sole discretion and will communicate such changes or amendments to Client as soon as possible. Client will have 90 days from date of communication to sign a new merchant services agreement with the new preferred provider, otherwise a 30 cent per-transaction fee will apply to each transaction processed on SchoolCash Online, payable by the Client.

# SCHEDULE B

# <u>Timeline</u>

STANDARD IMPLEMENTATION								
PHASE	SchoolCash Management (SCM)	SchoolCash Online (SCO)						
PHASE 0 - Readiness (Week 1 to 4)	Kick-off meeting – introduction to Project team     Up to four 90-minute Best Practice trainings delivered by KEV to review the setup for (SCM & SCO). Includes District training and decision making     District to confirm the exact cut-off date of the existing accounting system     District to submit the Chart of Accounts (CoA) for all schools	Kick-off meeting – introduction to Project team     District to open one separate in-and-out bank account (chequing account). Credit card payments will be credited to this account and KEV will debit funds from this account and credit them to individual school bank accounts     Introduction to ERP extracts, if applicable, timeline dependant on discovery						
PHASE 1 – Configuration & Set-up (Weeks 5-8)	<ul> <li>Set up and review of SCM by KEV.         Process requires up to 7 business         days to complete. Training cannot         start until the setup is complete</li> <li>SCM training delivered by KEV for         School's bookkeepers - mix of group         webinars and smaller sessions         covering: Deposits,         Cashbox/NSF/Transfers if applicable         (plus Cheques, Monthly Bank         Reconciliation, Ledger/Reports for         non-centralized districts)</li> </ul>	<ul> <li>District to submit bank account info for all schools</li> <li>District to submit key info and documents for the merchant processing application &amp; agreement</li> <li>"Penny testing" of school bank accounts by KEV begins. District/Schools to verify the exact amounts received</li> <li>Set up and review of SCO by KEV</li> <li>SCO training for School's bookkeepers - mix of group webinars and smaller sessions covering: SchoolCash Catalogue, Item/Fee Creation</li> <li>Webinar by KEV with School's Principals.</li> <li>Credit card payment test by KEV to test the complete flow of funds from parent purchase through to the school bank account</li> <li>District to ensure all student data is correct and uploaded to the KEV database as required and described and supported by KEV's Implementation Department, in a secure manner and in accordance with the District's internal privacy policies and procedures.</li> </ul>						
PHASE 2 – Verification (Weeks 9-11)	<ul> <li>SCM setup and training complete</li> <li>SYSTEM READY FOR USE</li> <li>Transition from Project to Support – introduction to Customer Success &amp; Support teams</li> </ul>	<ul> <li>District to set up the SIS export. KEV to provide instructions with specific requirements</li> <li>Schools/District to review marketing and communications materials provided by KEV for driving parent awareness of SCO</li> <li>Target SCO launch date to parents determined by KEV &amp; District</li> <li>Validation of SCO by KEV, including creation of back-end accounts for each Primary Guardian</li> </ul>						

	email addresses of each student identified in the SIS export  • SYSTEM READY FOR USE  • Transition from Project to Support – introduction to Customer Success & Support team		
PHASE 3 - Go-Live (Week 12)	SCO training delivered by <b>KEV</b> for <b>School's</b> bookkeepers - mix of group webinars and     smaller sessions covering: SchoolCash Register     & Group Collections/Reports		
SCO Launch Date	On behalf of Client, KEV automatically sends Invitation Emails to all Primary Guardian email addresses provided by Client. Each Invitation Email contains a unique hyperlink to enable to Primary Guardian to create or log-in to their SchoolCashOnline account and be provided with instant access to see, add, and remove the students that have been associated with their email address by the Client without the need for the Primary Guardian to first enter the student's ID number or other personal information; view their pending fees and transaction history; make payments; add or remove additional Guardians for their students; and update KEV's record of the email addresses of themselves and co-Guardians.		
SCO Adoption and Usage	On behalf of Client, KEV automatically sends Invitation Emails to new Primary Guardians identified by Client, as well as to previous recipients who have not responded.		



Any delays by the Client may result in a delayed launch of *SchoolCash Accounting* and/or *SchoolCash Online*. Kick-off call will occur as soon as possible post contract signature, dependant on KEV resource availability.