

Statement of Work
issued March 15, 2005
to
Professional Services Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida ("Licensee")

Document # 2005 - 24

Project Name: HR PR Enhancement ("Project")

This Statement of Work and the terms and conditions of the SAP Professional Services Agreement, having an Effective Date of March 15, 2005 govern the Services to be provided to Licensee in support of the implementation of SAP Software for the fees set forth herein as authorized by Licensee by signing this Statement of Work.

1. Scope and Approach

Licensee requires SAP Services for the implementation of the individual Project hereinafter referred to as "the Project". The scope of the Project is set forth in the attached Exhibit 1, which is incorporated herein by reference. The Project deliverables, associated timeline, fees and payment schedule are as set forth in the Exhibit 2, Deliverable and Payment Schedule.

2. Licensee Responsibilities

Licensee agrees to provide appropriate project resources, including but not limited to equipment, data, information, workspace and appropriate and cooperative personnel, to facilitate the performance of the services, as follows:

- Workspace- "war room" for consultants with pc's, printers, phone lines, etc.
- Login to Licensee's SAP Software development system with display access to configuration
- Conference rooms to conduct meetings/interviews

Licensee agrees that the fees and timeline set forth in Exhibits 1 and 2 shall be subject to change if the Tasks are not performed in a timely and appropriate manner and/or if the project resources are not provided.

3. Project Assumptions

Exhibit 1, and the fees set forth in Exhibit 2, is based on the following assumptions:

1) SAP will assist client in completing the HR PR Enhancement Recommendations made by SAP, as part of the HR PR Assessment Project, and have been approved for completion by Licensee.

2) Since this is a fixed fee engagement, it is necessary that timely decisions be made by the licensee, when required in order to complete the work. SAP's ASAP Methodology will be employed as necessary to insure such timely decisions. Excessive delay in such decisions may cause the licensee to be in default and incur additional costs. Since this project and the tasks are short in duration, any decisions on configuration and set up, required by the licensee in order for the SAP consultants to proceed, will need to be made within a 24 hour time frame, from the time the options are presented for required decisions.

3) Location of the Services: 7720 West Oakland Park Blvd, Sunrise, FL 33351

4) Licensee will assign and make available all necessary personnel with the appropriate level of experience for project objectives.

5) The project will be under the direction of Ben Leong, CFO, and Vijay Sonty, CIO, who will act as project sponsors and assign Licensee Project Director(s) to manage day to day operations.

6) The staff of both Licensee and SAP will have weekly project update meetings to monitor progress and resolve issues that present challenges to the project.

7) A primary goal of the Project will be to provide for maximum knowledge transfer from consultants to Licensee personnel and both parties will work together toward that end.

8) Documentation of all system changes, per SAP methodology, will be created and provided for Licensee.

9) Unit and system testing will be performed under standard SAP methodology prior to cutting over to the production system.

Licensee agrees that any change to or Licensee's failure to fulfill any of the assumptions set forth above may affect SAP's ability to provide timely and efficient services hereunder and that in such event, SAP's fees and the timeline as set forth in Exhibits 1 and 2 shall be subject to change.

4. Deliverable Acceptance Period

SAP will deliver each completed Deliverable on the appropriate Milestone Date, as set forth in Exhibit 2. Upon delivery, Licensee shall have 10 calendar days to accept or reject ("Acceptance Period") the Deliverable, using reasonable discretion, based on the requirements agreed to in Exhibit 1 for that Deliverable. If Licensee notifies SAP that it has rejected the Deliverable, Licensee shall provide written notice, within such 10 day period, specifying the basis of the deficiency. SAP shall have a reasonable period to cure such deficiency and redeliver the Deliverable for an additional Acceptance Period. If Licensee fails to reject any Deliverable within the Acceptance Period, in a writing specifying the deficiency, Licensee shall be deemed to have accepted such Deliverable as of the tenth day of the Acceptance Period. Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. The fees for an accepted Deliverable shall be due and payable upon the date the Deliverable is accepted or deemed to be accepted.

5. Project Management

Each party shall designate a Project Manager. The Project Manager's shall work together toward a timely implementation in accord with the Project Scope Document.

The SAP Consultants will be located at designated Licensee facilities. Licensee agrees and understands that the assigned SAP Consultant(s) will occasionally perform Services on the Project implementation from a SAP office.

SAP reserves the right to, in its sole discretion; replace any assigned Consultant with a SAP Consultant with equivalent skills.

6. Term and Termination

Term. This Statement of Work shall become effective upon the execution by both parties.

6.1 Termination for Default. Either party may terminate this Statement of Work upon the occurrence of one or more of the following events:

(i) The failure of a party to make payment of any undisputed amounts when due and the expiration of thirty (30) calendar days from receipt of notice thereof; or

(ii) The failure of a party to comply with any material term or condition of this Statement of Work after the non-defaulting party has provided the other party thirty (30) days prior written notice specifying the nature of such default and the defaulting party fails to commence to cure such default within such thirty (30) day period; or

(iii) The dissolution or liquidation of the other party, the insolvency or bankruptcy of the other party, the institution of any proceeding by or against the other party under the provisions of any insolvency or bankruptcy law; the appointment of a receiver of any of the assets or property of the other party, or the issuance of an order for an execution on a material portion of the property of the other party pursuant to a judgment.

6.2 Termination for Convenience. Licensee may, by providing at least thirty (30) days prior written notice stating the extent and effective date terminate this Statement of Work for convenience in whole or in part at any time.

6.3 In the case of any termination by either party SAP shall be paid for all Services performed, but not yet invoiced, for any Deliverable on a percentage of completion basis.

7. General

Any change to this Statement of Work, including Exhibits 1 or 2, shall be subject to mutual agreement of the parties and shall be made in accord with Exhibit 3 hereto, Change Order Procedure, which is hereby incorporated by reference. SAP shall not commence work on any such change unless and until the change has been agreed to in writing.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

BY _____
Stephanie Arma Kraft, Esq., Chair

Approved as to Form:

Franklin L. Till, Jr. Superintendent
of Schools

School Board Attorney

FOR SAP

(Corporate Seal)

ATTEST:

SAP PUBLIC SERVICES, INC.

BY _____
Signature

Printed Name: Spence W. Higgins

Title: VICE PRESIDENT

-or-

Witness

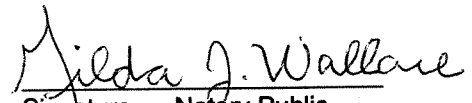
Witness

STATE OF Wash., DC

COUNTY OF _____

The foregoing instrument was acknowledged before me this 3 day of March, 2005 by Spence W. Higgins (name of person) of SAP Public Services, Inc. on behalf of the corporation / Licensee. He/She is personally known to me or produced work ID (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:


Signature — Notary Public
Gilda J. Wallace
Notary Public, District of Columbia
My Commission Expires 07-31-2009

(SEAL)

Printed Name of Notary

Notary's Commission No.

Attachments: Exhibit 1
Exhibit 2
Exhibit 3

**Exhibit 1
to
Statement of Work
Issued March 15, 2005 ("SOW")
to
Professional Services Schedule ("Agreement")
between
Sap Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida**

Scope and Approach

Licensee requires SAP consulting Services for the duration of the implementation of the individual Project hereinafter referred to as "the Project". The SAP consultant(s) assigned to this Project will assist in the configuration of the SAP Software and assist Licensee in gaining a better understanding of SAP Software applications.

The Project will start on or about March 15, 2005 and has an estimated completion date of June 30, 2005 ("Duration"). The Consultants will work on the Project during this time, and perform support as specified below in this exhibit 1.

1. Payroll Journal

- Payroll department need to assess tax liability for each pay cycle
- Impact [if left unchanged] : required to run wage type reporter to find tax liability

Enhancement Scope

- Configure customer payroll journal form delivered by SAP to include Alternate FICA and ER taxes
- Use payroll Journal

2. ESS On Macs

- Problems with ESS on many MAC systems. Issues arise from variety of MAC OS versions implemented as well as multiple browsers being used on the MAC. There is no standard template for the Licensee's MAC and it is unlikely one is possible based on requirements at the schools and sheer number of MACs deployed. ESS Kiosks were deployed at various locations during open enrollment as a work around for this issue.
- Impact [if left unchanged]: difficulty for a significant number of MAC based end users to utilize ESS.

Enhancement Scope

- ESS services to be tested with MAC machines with different OS versions and web browsers.
- Create and implement a standard MAC template where possible. Standardization might be needed in order to support environments.
- Review OSS note 375809 which describes browser dependencies for ESS.
- Develop ESS services based on lowest common denominator.
- A new portal based ESS no longer utilizes ITS (see OSS note 752312) but instead uses the java based WAS. This may diminish the amount of issues, however due to the multiple browsers (Safari, Netscape, etc) being used and some of the MACs not being current releases, it may not be a 100% solution.

ESS on MACS Task Condition: ESS on MACS states the length of time is dependent of test results. SAP has estimated 80 hours for this task based on an estimated level of effort from the expected test results. Should the test results require additional work, SAP will submit a Change Order request to justify any additional work and costs required.

3. SAPCONNECT –Cab Mail System

- SAPConnect to be implemented to support additional end user requirements.
- Users oftentimes do not know there is workflow waiting for approval in their SAP R/3 inbox
- Impact [if left unchanged]: End user requirements of email notification during workflow processing could not be met.
- Delays approval process.

Enhancement Scope

- Implement SAPConnect (see OSS Note 129950 describing required customizing).
- Implement a solution to send a notification to the users "CAB" email when a workflow item arrives. This will be accomplished by either adjusting the custom workflow implemented for ZPAF or through a scheduled report as described in OSS note 131795. Note 131795 is not intended for high volume situations.

4. BULK APPROVE ZPAF

- **Many users receive a significant number of Personal Action forms for approval. Approving one by one is time consuming.**

Enhancement Scope

- Implement additional functionality in ZPAF of "bulk approvals" so that users will be able to select multiple items and click one button to approve all the selected records.

5. CLIENT STRATEGY

- Client Strategy to be reviewed. Client settings on PRD and QAS are of concern. PRD 900 (HR Production) has a client setting which locks configuration and development. However, PRD 650 (Training) is open for client independent configuration, meaning changes could be made directly in PRD 650, which would effect HR production (PRD 900). Also, in general QAS clients are wide open for client dependant and independent work. This raises the question of how valid is the testing environment, since configuration does not need to go through the DEV→QAS→PRD transport stream. Configuration changes can be made directly in QAS; this can lead to testing environment inconsistent with production and the DEV golden client.
- Impact [if left unchanged]
- Potentially invalid testing in QAS. Potential impact on HR Production from changes made in the training client.

Enhancement Scope

- Lock configuration in QAS and PRD.

6. IMPROVE OFF-CYCLE WRKBNC

- Off-cycle work bench not configured for Replacement checks
- Impact [if left unchanged]
- Workaround to issue a replacement check

Enhancement Scope

- Configuration of Off cycle work bench for replacement checks

7. RECONCILE 941

- SBBC can not Reconcile 941 tax Liability
- Impact [if left unchanged]
- Work around to report 941

Enhancement Scope

- Business Process to be changed to stop using On Demand checks retro-actively
- Run Payroll Reconciliation Report for 941

8. ENHANCE RENUM. STATEMENT

- Remuneration statement to be updated in order to provide for less general questions to the payroll contacts and support staff, these include:
- Org Unit of positions currently being shown
- The "Group" section of the pay receipt will print the group name "Bachelor" for teachers (this is the description from the master data). This leads to confusion as many instructors interpret this as their educational level and will call payroll if they have a Masters or a Doctorate.
- Breakdown of the category "Difference from PRE"
- Impact [if left unchanged]
- Unneeded confusion.

Enhancement Scope

- Change remuneration statement form to show Org Unit
- Change configuration of "Bachelor" group. Change the group name to "Instructional" if possible or have logic in the output to replace "Bachelor" with "Instructional".

Enhance Remuneration Statement Task Condition: This task does not incorporate changes to the category "difference from previous" period. This is not part of the work that would be done on the remuneration statement. Essentially, Licensee needs to educate the necessary staff on understanding retroactive accounting (Diff from prev).

9. BENEFITS RETROACTIVITY

- Benefit deductions – Retroactive Issues
- Creating an "administrative" benefit plan to trigger retroactive accounting of benefits.
- Impact [if left unchanged]
- Creates additional manual work, labor intensive and should not be necessary for retroactive accounting.

Enhancement Scope

- Review configuration and processing of plans to determine why system is not appropriately triggering retros. Correct configuration and/or processing to appropriately trigger retro's within existing plans.

10. CREATE SUB TEACHER 0554

- Creating Substitute Teacher Payroll information on infotype 0554. The creation of a high volume of infotype 0554 occurs at the beginning of the school year. The current process to manually create these records through PA30 transaction is time consuming.
- Impact [if left unchanged]
- Manual process which is time consuming and labor intensive.

Enhancement Scope

- Create a CATT to upload this data or write a custom ABAP load program providing more efficient time entry and increased payroll accuracy

11. OFF-CYCLE REPORT

- Off-cycle report does not currently provide information such as check #, amount, date of generation, user id etc.
- Impact [if left unchanged]
- Work around to get this information

Enhancement Scope

- Create custom report with desired data elements

12. COBRA (Scoping Only Assistance)

- Benefits master data is input by check date, not effective date of plan.
- COBRA – Monthly amount of contributions are incorrect for Bus Drivers.
- Impact [if left unchanged]
- Cumbersome manual process to determine check dates
- COBRA – manually has to clear buffer and update amounts

Scoping Task

- Review configuration and determine if it is possible to use actual effective dates. If not, consider implementing a user-exit that would change the begin date to the check date upon creating the record
- COBRA – analysis of issue to determine if able to resolve within the system.

COBRA Task: Analysis of issue is needed to determine if able to resolve within the system.

Disclaimer: Once issue is reviewed it may be determined that this issue is not resolvable through standard configuration in current release or higher releases. Custom work outside the scope of this SOW may be required. If such additional work is necessary, Licensee may enter into a mutually agreed upon Change Order with SAP. Additionally, Licensee may decide not to implement recommendations.

13. Temp to Perm Sick Quota

- Employees moving from a temporary to a permanent position currently may not accrue quotas correctly.
- Impact
- When a temporary employee becomes a permanent employee, his leave entitlement may be based on either his original hire date or his permanent hire date depending on his contract. If the employee's leave entitlement is incorrectly based on his original hire date when it should be based on his permanent hire date, the employee may accrue leave at an incorrect rate.

Enhancement Scope

- Modify the current configuration for quotas to determine leave entitlement based on a new date type which would be added to infotype 0041. This date type would be used calculate the seniority for each employee.

Scoping Effort Disclaimer: Modify the current configuration for quotas to determine leave entitlement based on a new date type, which would be added to infotype 0041. This date type would be used calculate the seniority for each employee. Configuration in Personnel Administration would need to occur in any actions or master data maintenance to set up or change the infotype 0041 for employees. It is assumed that Licensee staff can update the necessary configuration in personnel administration with some direction from the time consultant. This agreement includes the changes in time management only.

**Exhibit 2
to
Statement of Work
Issued March 15, 2005 ("SOW")
to
Professional Services Schedule ("Agreement")
between
Sap Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida
Compensation, Milestones, Dates, and Invoices**

A. Compensation of SAP

The Fixed Fee for this project is USD 192,926 due and payable as provided below.

B. Milestones, Dates, and Invoices

Invoices shall be submitted by SAP to Customer and due upon achievement of the Milestones set forth below:

- USD 14,840.47 payable upon completion and acceptance of each of the 13 projects outlined in Exhibit 1 of this SOW.

**Exhibit 3
Change Order
to
Statement of Work
Issued March 15, 2005 ("SOW")
to
Professional Services Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
The School Board of Broward County, Florida ("Licensee")**

Change Order Procedure

Any change to the Statement of Work must be agreed to, in writing, by the parties. The following procedure will be used to control all changes, whether requested by Licensee or SAP.

- All Requests For Change ("RFC"), a copy of which is attached hereto, to the Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:
 - Reason for change;
 - Impact, if any, on existing Deliverables and/or definition of additional Deliverables;
 - Estimated impact, if any, on project schedule; and
 - Estimated change, if any, in project fees.
- All RFC's must be submitted to the appropriate Project Manager. The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.
- All approved RFC's will be incorporated into the Statement of Work via written amendment. SAP will not perform any services outside of the Statement of Work until the amendment has been executed by Licensee.
- All change orders shall be submitted to Licensee's governing board for approval.

Request For Change

This document must be completed and submitted to the appropriate Project Manager to commence any change order.

1. Describe the reason for the requested change:

2. A. Describe the impact, if any, on existing Deliverables:

- B. Describe additional Deliverables required as a result of the requested change, if any:

3. Describe the impact, if any, to the existing Project Schedule. Provide a revised Project Schedule, if appropriate.

4. State the estimated change, if any, to the project fees. Provide the rationale/methodology used to calculate any change.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

BY _____
Stephanie Arma Kraft, Esq., Chair

Approved as to Form:

Franklin L. Till, Jr. Superintendent
of Schools

SAP Confidential

Donna
Gunn

Digitally signed by Donna Gunn
DN: cn=Donna Gunn, o=SBBC, c=US
c=US, email=Donna.Gunn@sbbc.org
Date: 2020.05.21 13:08:00 -0400

School Board Attorney

FOR SAP

(Corporate Seal)

SAP PUBLIC SERVICES, INC.

ATTEST:

BY _____
Signature

Printed Name: _____

Title: _____

-or-

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2005 by _____
(name of person) of SAP Public Services, Inc. on behalf of the corporation / Licensee. He/She is personally known to me
or produced _____ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

Signature — Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.