

**AGENDA REQUEST FORM**  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <b>03/15/2005</b>	<b>Open Agenda</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Time Certain Request</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
		Agenda Item Number <b>E-10</b>

TITLE:

**SAP Professional Consulting Services**

REQUESTED ACTION:

**Approve a Professional Services contract with SAP.**

SUMMARY EXPLANATION AND BACKGROUND:

By leveraging SAP's Professional Consulting Services knowledge, the School District can further enhance efficiencies in the SAP HRMS and Payroll modules by evaluating existing practices and implementing a "best practices" model. SAP would provide Professional Consulting Services in the following two areas:

1) Solution Review, Payroll Consolidation Project – SBBC is currently engaged in a project consolidating seven (7) different payrolls in to two payrolls. The purpose for this review is to assist with Quality Assurance and Risk Management for this activity. This review covers the application design and business process parameters.

2) Human Resources (HR) and Payroll (PR) Enhancement Project – In November 2004, SAP assisted SBBC in an extensive review of the HRMS system to identify short-term, high-impact opportunities for improvement. As a result of the many meetings, school visits and discussions with users, SBBC feels that making changes to numerous areas of HRMS will increase efficiencies, make the HRMS system more user-friendly and improve the flow of data/information throughout the system. The modifications chosen by the SBBC HRMS steering committee will have the most impact on staff and users in the short term. Because of the criticality of the Payroll Consolidation Project being done at the same time, SBBC feels that these enhancement modifications are best done by SAP.

SCHOOL BOARD GOALS:

- Goal One: All students will achieve at their highest potential.
- Goal Two: All schools will have equitable resources.
- II •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:

Total Project Expenditure for FY 04/05 is \$279,026  
Funding sources: ETS Operating Fund \$279,026

EXHIBITS: (List)

1. Executive Summary
2. SAP Professional Services Schedule
3. Solution Review Payroll Consolidation Statement of Work
4. Human Resources (HR) Payroll (PR) Enhancement Statement of Work

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Vijay Sonty	754-321-0400
Donnie Carter	754-321-2610

Name	Phone
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
Donnie Carter, Deputy Superintendent, Operations

**MAR 15 2005**

Approved in Open Board Meeting on:

By:

School Board Chair

## **Executive Summary**

Since the initial implementation of SAP HRMS and Payroll modules at The School Board of Broward County, Florida, over three years ago, the School District has benefited in numerous areas. The School District could further enhance the efficiencies in these two areas by evaluating existing practices and implementing a "best practices" model.

By leveraging SAP's Professional Consulting Services knowledge in these two areas, the School District can move towards that goal. SAP would provide Professional Consulting Services in the following two areas:

- 1) **Solution Review of the Payroll Consolidation Project** – SBBC is currently engaged in a project consolidating seven (7) different payrolls to two (2) payrolls by converting from a semi-monthly payroll model to a bi-weekly payroll model. The purpose for this outside consulting review is to assist with Quality Assurance and Risk Management for this activity as it impacts every single employee in the school district. This review will insure that SBBC is proceeding according to plan and will validate the testing procedures and results.
- 2) **Human Resources (HR) and Payroll (PR) Enhancement Project** – In November 2004, SAP assisted SBBC in an extensive review of the HRMS system to identify short-term, high-impact opportunities for improvement. As a result of the many meetings, school visits and discussions with users, SBBC feels that making changes to numerous areas of HRMS will increase efficiencies, make the HRMS system more user-friendly and improve the flow of data/information throughout the system. The modifications chosen by the SBBC HRMS steering committee will have the most impact on staff and users in the short term. Because of the criticality of the Payroll Consolidation Project being done at the same time, SBBC feels that these enhancement modifications are best done by SAP.

At the March 15<sup>th</sup> Board Meeting, ETS will be requesting an investment of \$279,026 be made for the procurement of SAP's Professional Consulting Services. The breakdowns of the costs are \$86,100 for the Solution Review of the Payroll Consolidation project and \$192,926 for the Human Resources (HR) and Payroll (PR) Enhancement project.

It is recommended that SBBC move forward with the acquisition of the above described Professional Consulting Services from SAP.

**PROFESSIONAL SERVICES SCHEDULE effective March 15, 2005 ("Schedule")**  
**between**  
**SAP PUBLIC SERVICES, INC. ("SAP")**  
**and**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")**  
**to**  
**R/3 SOFTWARE END-USER LICENSE AGREEMENT effective December 7, 1999 ("Agreement")**

The parties agree that this Schedule is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement, the provisions of this Schedule shall prevail and govern.

1. Services. Upon request by Licensee, SAP will provide a Consultant(s) proficient in the installation and implementation of the applicable SAP Software ("Services"). Any Statement(s) of Work ("SOW") more fully describing the project assumptions, scope, duration and fees for the Services shall reference this Schedule. All Services of the SAP Consultant(s) will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis.
2. Compensation of SAP. All Services will be provided by SAP on a time and expense basis at SAP's then current rates, unless otherwise agreed by the parties in a SOW.
3. Taxes. Item 4.2 of the Agreement is applicable.
4. Work Product. Unless otherwise agreed to in writing by the parties in a SOW, SAP shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, and other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and deliverables, whether or not developed for Licensee.
5. Warranty. SAP warrants that its Services shall be performed consistent with generally accepted industry standards. SAP MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS SCHEDULE AND THE SERVICES PROVIDED HEREUNDER.
6. Limitation of Liability. WITH RESPECT TO SERVICES, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE SERVICES FEES PAID, DUE AND OWING FOR THE APPLICABLE SERVICES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.
7. Termination: The terms of this Schedule shall be effective as of the Effective Date of the Schedule and shall remain in effect until terminated by either party upon thirty days prior written notice or otherwise in accordance with a particular SOW. Licensee shall be liable for payment to SAP for all Services provided prior to the effective date of any such termination.
8. General Provisions.
  - 8.1 SAP may subcontract all or part of the Services to be performed to a qualified third party.
  - 8.2 With respect to the Services provided by SAP under this Schedule and any SOW hereto, the relationship of SAP and Licensee is that of an independent contractor.
  - 8.3 Neither party shall solicit or hire, in any capacity whatsoever, any of the other party's employees involved in a Statement of Work during the term of the applicable Statement of Work and for a period of six months from the termination thereof, without the express written consent of the other party.
  - 8.4 This Schedule, including any applicable SOW's, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between this Schedule and a SOW, the SOW shall take precedence over the Schedule. Any purchase order or other document issued by Licensee is for administrative convenience only.

9. Survival: Sections 2, 3, 4, and 8.3 above shall survive any termination of the Schedule.

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

Franklin L. Till, Jr. Superintendent  
of Schools

BY   
Stephanie Amick Kraft, Esq., Chair

Approved as to Form:

  
School Board Attorney

**FOR SAP**

(Corporate Seal)

SAP PUBLIC SERVICES, INC.

ATTEST:

BY   
Signature

Printed Name Mary Beth Hanss

Title: Assistant General Counsel

-or-

Witness

Witness

STATE OF Pennsylvania

COUNTY OF Delaware

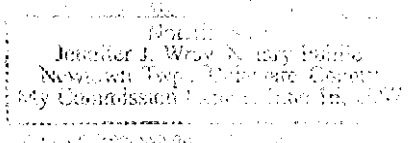
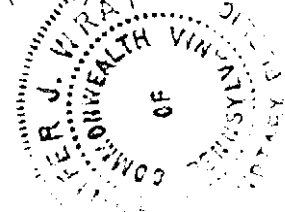
The foregoing instrument was acknowledged before me this 4 day of March, 2005 by Mary Beth Hanss  
(name of person) of SAP Public Services, Inc. on behalf of the corporation / Licensee. He/She is personally known to me  
or produced \_\_\_\_\_ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

  
Signature — Notary Public

Jennifer J. Wray  
Printed Name of Notary

(SEAL)



Notary's Commission No. \_\_\_\_\_

# FINAL SOW for Solution Review Payroll

**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 # 2005-7

Project Name: **Solution Review Payroll Consolidation** ("Project")

This Statement of Work and the terms and conditions of the SAP Professional Services Schedule, 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

The Services are based on Licensee fulfilling the following responsibilities:

- ◆ Assist SAP in creating schedules and assigning/preparing/coordinating Licensee project team members for the Review
- ◆ Provide SAP with an overview of Licensee's SAP Software implementation project, organization structure, and master data
- ◆ Participate in the kick off meeting and all integration topic meetings
- ◆ Conduct workshop for organizational structure
- ◆ Participation of Licensee project team members and leaders in all stages of the Project
- ◆ Coordinate any necessary work before, during, and after the Reviews

## **3. Project Assumptions**

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

The Blueprint Phase Project Review is estimated to start on or about April 1, 2005 and estimated to end on April 14, 2005. The Realization Phase Project Review is estimated to start on or about May 2, 2005 and estimated to end on May 13, 2005. This estimate is intended to be an estimate for Licensee's and SAP's resource scheduling purposes.

## FINAL SOW for Solution Review Payroll

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 Managers shall work together toward a timely Solution Review 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.

FINAL SOW for Solution Review Payroll

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

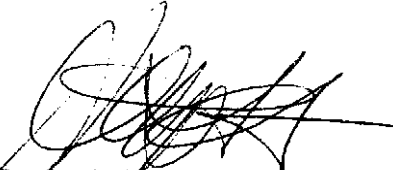
(Corporate Seal)  
BROWARD

THE SCHOOL BOARD OF  
COUNTY, FLORIDA


ATTEST:

BY

  
Franklin L. Till, Jr. Superintendent  
of Schools

  
Stephanie Arma Kraft, Esq., Chair

Approved as to Form:

  
School Board Attorney

FOR SAP

(Corporate Seal)

ATTEST:

Name: \_\_\_\_\_

-or-

\_\_\_\_\_  
Witness

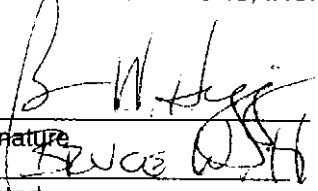
\_\_\_\_\_  
Witness

SAP PUBLIC SERVICES, INC.

BY  
Signature

Printed

Title:

  
BRUCE W. H. GAINS  
VICE PRESIDENT

FINAL SOW for Solution Review Payroll

STATE OF Wash., D.C.

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 3 day of March, 2005 by Bruce 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:

Gilda J. Wallace  
Signature — Notary Public

(SEAL)

**Gilda J. Wallace**  
**Notary Public, District of Columbia**  
**My Commission Expires 07-31-2009**  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

Attachments: Exhibit 1  
Exhibit 2  
Exhibit 3



# FINAL SOW for Solution Review Payroll

**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 ("Licensee")**

## Scope of Work

The scope and approach of the Solution Review Project is as follows:

The Project includes review and support of Licensee's SAP implementation. The following SAP Review Program(s) are part of this Project:

**Solution Review, Payroll Consolidation Project** – The licensee is currently engaged in a project consolidating seven (7) different payrolls in to two payrolls. The purpose for this review is to assist with Quality Assurance and Risk Management for this activity. This Review covers the application design and business process parameters for the following applications:

- ◆ Human Resources (HR)
- ◆ Payroll (PR)
- ◆ Technical Tools
  
- ◆ The above SAP Program Review includes the following:
  - ◆ Kick off briefing meeting
  - ◆ Review Licensee's implementation project team structure
  - ◆ Review and analysis of business processes and design
  - ◆ Identification of gaps in Licensee's objectives for the implementation of SAP Software functionality versus standard system functionality
  - ◆ Feedback presentation
  - ◆ Detailed findings and recommendation report

# FINAL SOW for Solution Review Payroll

**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 ("Licensee")**  
**Compensation, Milestones, Dates, and Invoices**

**A. Compensation of SAP**

The Fixed Fee for this project is USD 34,800 for the Blueprint Review and USD 51,300 for the Realization Review, a total of USD 86,100 due and payable as provided below.

**B. Milestones, Dates, and Invoices**

Invoices shall be submitted by SAP to Customer upon achievement of the Milestones set forth below, pursuant to the Acceptance Deliverable provisions of Section 4 of this SOW and payable net thirty (30) days from date of invoice, contingent upon "Acceptance" as specified in Section 4 of the SOW.

**1. Blueprint Phase Project Review**

Estimated to begin on or about April 1, 2005 and estimated to be completed end of April 14, 2005.

**Acceptance of Deliverable – no later than 20 days from provision to Licensee**

Invoice Date	upon completion of work	USD 34,800
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**2. Realization Phase Project Review**

Estimated to begin on or about May 2, 2005 and estimated to be completed end of May 13, 2005.

**Acceptance of Deliverable – no later than 20 days from provision to Licensee**

Invoice Date	upon completion of work	USD 51,300
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FINAL SOW for Solution Review Payroll

**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:

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

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

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

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

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**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**

\_\_\_\_\_  
School Board Attorney

**FOR SAP**

(Corporate Seal)

SAP PUBLIC SERVICES, INC.

ATTEST:

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
-or-

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

\_\_\_\_\_  
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.

**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.

FINAL Sow HR PR Enhancement

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:

Franklin L. Till, Jr. Superintendent  
of Schools

BY

Stephanie Anna Kraft, Esq., Chair

Approved as to Form:

School Board Attorney

FOR SAP

(Corporate Seal)

ATTEST:

-or-

Witness

Witness

STATE OF Wash, DC

COUNTY OF \_\_\_\_\_

SAP PUBLIC SERVICES, INC.

BY

Signature

Printed Name:

Title:

The foregoing instrument was acknowledged before me this 3 day of March, 2005 by Bruce 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.



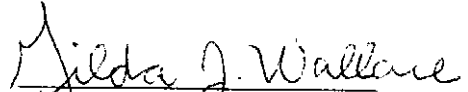
My Commission Expires:

\_\_\_\_\_

(SEAL)

Attachments: Exhibit 1  
Exhibit 2  
Exhibit 3

FINAL Sow HR PR Enhancement



Signature — Notary Public

**Gilda J. Wallace**

**Notary Public, District of Columbia**

**My Commission Expires 07-31-2009**

Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**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:

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

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

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

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

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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

Printed Name: Donna Gunn  
Printed Title: Secretary  
Printed Date: 10/10/2010  
Printed Time: 10:10:10 AM  
Printed User: Donna Gunn



\_\_\_\_\_  
School Board Attorney

**FOR SAP**

(Corporate Seal)

SAP PUBLIC SERVICES, INC.

ATTEST:

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
-or-

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

\_\_\_\_\_  
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.