

St. Johns County School District, Florida Contract Compliance Review SunGard Public Sector, Inc.

Prepared By:

Internal Auditors June 25, 2013



TABLE OF CONTENTS

SECTION

PAGE

| Transmittal Letter | 1 |
|--------------------------|---------|
| Executive Summary | 2 - 4 |
| Objectives and Approach | 5 - 6 |
| Background | 7 - 9 |
| Service Ticket Analytics | |
| Survey Results | |
| Issues Matrix | 19 - 21 |
| Best Practices | |





June 25, 2013

The School Board of St. Johns County, Florida St. Augustine, FL 32084

Pursuant to the approved 2012 / 2013 audit plan for the St. Johns County School District ("District"), we have conducted a Contract Compliance Review of the SunGard Public Sector, Inc. agreement. We will be presenting this report to the Audit Committee at the next scheduled meeting on June 25, 2013.

Our report includes the following:

| Executive Summary | This section provides a high-level summary of the results of our review. | | |
|----------------------------------|--|--|--|
| Objectives and Approach | | | |
| Background | This section provides an overview of the SunGard contract and common definitions used throughout this report, as well as the results of the following: Service Ticket Analytics SunGard User Satisfaction Survey | | |
| Observations and Recommendations | | | |
| Best Practices | This section provides a description of our process improvement observations and recommended actions. | | |

We would like to thank the various departments for their assistance and cooperation afforded to us throughout this engagement.

Respectfully submitted,

Mc Hadrey LCP

McGladrey, LLP

Executive Summary

Executive Summary

The primary purpose of this review was to assess St. Johns Information Technology's ("SJIT") compliance with the terms and conditions of the following Agreements as they related to the implementation of the new SunGard Information Technology System:

- SunGard Software License and Services Agreement including all amendments / addendums
- SunGard Software Maintenance Agreement

The following section provides a summary of each issue identified during our procedures as well as the relative risk rating assigned to the issue. Each issue is assigned a relative risk factor. Relative risk is an evaluation of the severity of the concern and the potential impact on operations. Items rated as "High" risk are considered to be of immediate concern and could cause significant operational issues if not addressed. Items rated as "Moderate" risk may also cause operational issues and do not require immediate attention, but should be addressed as soon as possible. Items rated as "Low" risk could escalate into operational issues, but can be addressed through the normal course of conducting business.

In the course of performing our Contract Compliance Review, McGladrey identified that certain services considered outside of the scope of the original School Board approved contract with SunGard were authorized for payment by SJIT and Purchasing Management. Issue #1 below addresses this item as it relates to SJIT and our Contract Compliance Review. As such, we will be recommending purchasing for audit in the proposed 2013 / 2014 audit plan. We will address this matter from a purchasing perspective by including SunGard purchase orders in our audit procedures around Purchasing.

During the early stages of the SunGard project, approximately 75 invoices were processed and approved by SJIT management containing the following expense reimbursements that were not in compliance with the terms and conditions of the contract:

- Car Rental Rates in excess of contractual limitation
- Airline Travel Reimbursement noncompliance with contractual purchase lead times
- Fuel Expense Reimbursement outside of contractual allowable area

SJIT management stated that they discovered these noncompliant expenses subsequent to the invoices being processes and paid and implemented more robust review procedures. Further, SJIT management instructed SJIT staff to revisit all prior invoices for similar issues. The result of the second review was the issuance of 2 credit memos to SunGard (114735 and 114093) requesting a total of \$7,338 in refunds. These refunds were processed and received by the District. Since this matter was addressed and resolved by SJIT management, this item is not considered an issue. However, we recommend that a review checklist be implemented at project inception to create more consistency in review and mitigate the risk of disallowable and / or unsupported charges pursuant to the terms and conditions of the contract.

The table below provides a high-level summary of the issues identified.

| Issues Summary | Relative Risk |
|---|------------------|
| 1. Out of Scope Services Approval | |
| During our review, we noted that SJIT Management authorized the expenditure of \$602,783 of work beyond the scope of the original contract without obtaining School Board approval. This represents a lack of compliance with District Policy Chapter 7.00 subparagraph (8) which states that the School Board shall approve any purchase or contract of \$50,000 or more. | High |
| Lack of compliance with School Board purchase policy can result in the expenditure of funds or the execution of contracts beyond the intentions and fiscal requirements of the School Board. | |
| 2. Project Management | |
| During our review, we noted that St. Johns Information Technology (SJIT) management restructured the pricing arrangement pertaining to the use of the Remote Project Manager and the On-Site Half-Time Project Manager. | |
| According to the contract, SunGard was to provide billed as incurred onsite project management 2 weeks a month for 15 months. Upon completion of the onsite project management hours, a remote project manager would be utilized for 6 months. The remote project manager was to be billed as a lump sum of \$20,000 for the duration of the project. | Moderate |
| SJIT management converted the \$20,000 lump sum remote project management fee into 100 hours of remote project management. | |
| SJIT management restructured this agreement without School Board approval as required by District Policy 7.00, subparagraph (8). However, this restructuring of the utilization of the remote vs. onsite project manager did not increase the total contracted fees for these activities. Finally, management was not able to provide sufficient tracking documentation reflecting that the converted 100 hours were exhausted. | |

Best Practices

During the course of our review, we identified various opportunities for process improvement. The following section provides a summary of each item identified.

Best Practices

License and Maintenance for Unused Modules – We recommend that SJIT management conduct an assessment and formally document whether or not these modules will be utilized, as well as the cost vs benefit of retaining active licenses and maintenance contracts for the unused modules.

This assessment will provide transparency for the School Board or other interested party to properly track and monitor these matters.

Reimbursable Mileage Expenses – We recommend the District include language in future contracts requiring mileage verification from the vendor to be submitted as evidence for reimbursement. For example: an attached PDF map clearly defining the distances travelled, signed by the vendor, would qualify as sufficient documentation.

We also recommend the District implement a mileage cap or not-to-exceed per occurrence limit to further mitigate exposure in this reimbursement area.

Milestone Dates - We recommend that for future projects, the District implement a policy requiring attendance and active participation in training sessions by all process owners affected by a new system or proposed system modifications.

Executive Summary - continued

In addition to compliance testing of the agreements noted above, McGladrey conducted analytical procedures on IT Service Tickets, compilation and analysis of a SunGard User Survey distributed to users system wide, and identification of best practices to be considered for implementation on current / future projects.

IT Service Ticket Results

During our review, we obtained both the SunGard and the SJIT Technical Assistance / Service Ticket Logs and performed analytical procedures in regards to the number of tickets for the duration of the implementation. The objective was to obtain an understanding of how frequently both SunGard and SJIT support services were being utilized throughout the course of the implementation.

Consistent with our expectations derived from experience, inquiry and observation; service ticket numbers for both SunGard and SJIT decreased as the District's comfort level with SunGard increased. The natural decline of service ticket volume over the course of the implementation indicates effective incorporation of the new system into District procedures.

SunGard Survey Results

During our review, we prepared and circulated a SunGard User survey to 120 St. Johns County School District personnel and school secretaries identified as regular users of the new information technology system. The response rate for the survey was approximately 66% with 80 users providing feedback. Survey participants included 41 school secretaries and 79 District employees from various departments including:

- Human Resources
- Facilities
- Academic Services
- Office of the Chief Financial Officer
- Information Technology

The results of our survey revealed there is a majority consensus among the survey participants that SunGard is an improvement over the previous Oracle system that it has replaced. 83% of respondents feel the SunGard system provides the school district with a more controlled and secure transaction environment. The detailed results of the customer satisfaction surveys can be found in the Background section of our report below.

Objectives and Approach

Objectives and Approach

Contract compliance audits are an important part of an internal audit plan, which assist in satisfying the need to appropriately manage risk for entities. The District has taken on a significant system implementation with SunGard. The contract is financially material with Information Technology complexities. It has impacted the District significantly in all areas including Timekeeping, Human Resources, State Reporting, Accounting and Budgeting. Internal audit plans often include audits of contracts and is part of the due diligence with monitoring significant contracts such as this. These audits act as an important tool to assist in determining whether the contractor is executing the terms of the agreement and delivering goods and services to the customer in the appropriate manner and at the agreed net cost.

Objectives

- Assess contractor compliance with the terms and conditions of the following agreements:
 - SunGard Software License and Services Agreement (and Amendments)
 - SunGard Software Maintenance Agreement
- Validate that District policies and procedures are effective and in place for the items sampled.
- Identify new policies or propose modifications to existing policies that may increase the efficiency and effectiveness of the District's processes around the items sampled.

Approach

Our approach consisted of the following phases:

Phase One – Project Planning and Scoping

- Met with St. Johns Information Technology to obtain an understanding of the contract and to further tailor the scope and objectives
- Performed a review of the SunGard Software License and Services Agreement (and Amendments) and the SunGard Software Maintenance Agreement to gain an understanding of terms and conditions
- Conducted interviews with key personnel to obtain an understanding of the SunGard implementation structure
- Developed work plan, task assignments and budget by task
- Established communication protocols, including engagement logistics and information requests.
- · Conducted a Facilitative session with senior management and key process

Phase Two – Field Work

Step 1 - SunGard Invoice Compliance Testing

- Interviewed key functional personnel involved in the SunGard Invoice Process
- Developed a Process Flow for the SunGard invoice procedural processes including the receiving, review, approval, record keeping, and payment of SunGard Invoices
- Obtained population of all payments to SunGard
- Performed reconciliation of payments, to purchase orders, to contracts
- Performed detailed testing of SunGard invoices for compliance with the terms and conditions of the contract.

<u>Phase Two – Field Work</u> - continued

Step 2 - Service Ticket Analytics

- Obtained St. Johns to SunGard Closed Service Tickets for FY 2010 2013
- Obtained District User to St. Johns Information Technology Closed Service Tickets for FY 2010 - 2013
- Performed ticket frequency analytics on the data obtained

Step 3 – St. John School District SunGard User Survey

Developed and circulated a survey to SunGard users for qualitative attributes comparison, for example:

- Module Utilization
- Overall Satisfaction
- Comparison to Previous System
- System Functionality
- System Issues/Resolutions
- Timeliness of Service Help

Compiled and summarized results of the survey and highlighted areas for improvement

Phase Three - Reporting

We have summarized the results of our procedures into this report and conducted an exit conference with key District Management to discuss the details of this report. The final report represents a comprehensive overview of the work performed throughout the project. It provides a description of our scope and approach, as well as a prioritized list of items that require management's attention.

Major work steps:

- Drafted report and develop recommendations.
- Met with key Information Technology personnel to discuss findings.
- Conducted exit conference with key District Management
- Presented Report to the School Board

Key deliverables:

• Final report that highlights the findings and provides recommendations for improvement.

Background

Roles and Responsibilities

The following departments played key roles in the process of executing the SunGard contracts:

St. Johns Information Technology (SJIT)

The St. Johns County School District Information and Technology Department, headed by Chief Officer Bruce Patrou, retained primary responsibility for the execution of the contract including processing of invoices and monitoring of implementation. Pages 8 and 9 provide additional background information by outlining the departmental structure and invoice process.

Purchasing

The Purchasing department assists SJIT with system implementation by tracking purchase order usage.

Common Definitions

Some common definitions for construction terminology used throughout this report are as follows:

- 1. District refers to the St. Johns County School District. Where we specifically want to refer to the Board or a specific department within the District, such as Information Technology, we use the specific name.
- 2. SunGard refers to SunGard Public Sector, Inc., the vendor engaged in the execution of the contracts listed on the following page.
- 3. Users refers to St. Johns employees that are using or will use the new SunGard software.
- 4. Implementation refers to the process of obtaining, installing and testing the new information technology system encompassed in the SunGard project.
- 5. Service Ticket refers to the document created by system users or SJIT used to identify and summarize problems or issues encountered with the new system.
- 6. Specified Enhancements refers to improvements to the baseline software identified in the contract documents.
- 7. Out of scope invoices payments identified by the Information Technology Department as beyond the scope of the contracts listed in the chart below. The nature of these charges range from additional system enhancements to training sessions and assistance. Out of scope invoices were billed based on the labor rates, terms and conditions of the original contracts.
- 8. Project Manager the individual employed by SunGard, identified to conduct various project management responsibilities in execution of the contracts.

Project Summary

The St. Johns County School District executed multiple agreements with SunGard Public Sector, Inc. for the implementation, licensing, maintenance and support of a new information technology system; the details of which were broken out into various component units, timeframes and pricing structures.. This system included multiple component systems including but not limited to:

- Financial Applications
- Payroll Applications
- Human Resources Applications
- Other Tools



SunGard Invoice Process



Service Ticket Analytics

SunGard Service Tickets

Closed Service Tickets

During our review, McGladrey obtained the SunGard Technical Assistance / Service Ticket Log and performed analytical procedures in regards to the number of tickets over the life of the implementation. The objective of these procedures was to provide the engagement team with an understanding of how frequently SunGard technical support was utilized and if that utilization falls in line with the expectations developed during onsite interviews and detailed invoice testing. Based on discussions with Information Technology department management and process owners, as well as our experience, our expectation is that over the course of the implementation, the number of service tickets will decrease. For the purposes of these procedures only closed tickets initiated after the "Go-Live" date have been included in the results summarized in the graph below. The quarterly breakdown of these tickets is as follows:



Closed Service Ticket Totals

| Closed Service Ticket Quarterly Disaggregation | | | | | | |
|---|----|----|----|----|----|----|
| FY 11 Q1 FY 11 Q2 FY 11 Q3 FY 11 Q4 FY 12 Q1 FY 12 Q2 | | | | | | |
| Closed Tickets | 84 | 64 | 88 | 69 | 63 | 42 |

As indicated in the results graph above, the number of service tickets has gradually declined since inception. This is attributable to the District's increased comfort level with SunGard and the nature of service tickets becoming less complex. The results of these analytics are consistent with the expectations derived from our experience, inquiries and observations.

Service Ticket Analytics - continued

St. John's County School District User Service Tickets

Closed Service Tickets

During our review, McGladrey obtained the St. John's Information Technology Department Technical Assistance / Service Ticket Log and performed analytical procedures in regards to the number of tickets over the life of the implementation. The objective of these procedures was to provide the engagement team with an understanding of how frequently St. John's technical support was utilized and if that utilization falls in line with the expectations developed during onsite interviews and detailed invoice testing. Based on discussions with SJIT management and process owners, as well as our experience, our expectation is that over the course of the implementation, service tickets will decrease. For the purposes of these procedures only closed tickets initiated after the "Go-Live" date have been included in the results summarized in the graph below. The quarterly breakdown of these tickets is as follows:



Closed Service Ticket Totals

| Closed Service Ticket Quarterly Disaggregation | | | | | | |
|---|-----|-----|-----|-----|-----|-----|
| FY 11 Q1 FY 11 Q2 FY 11 Q3 FY 11 Q4 FY 12 Q1 FY 12 Q2 | | | | | | |
| Closed Tickets | 819 | 452 | 497 | 361 | 406 | 247 |

As indicated in the results graph above the number of closed service tickets has gradually been reduced since inception. This is attributable to the District's increased comfort level with SunGard and the nature of service tickets becoming less complex. The results of these analytics are consistent with the expectations derived from our experience, inquiries and observations.

Survey Results

Background

During our review, we prepared and circulated a SunGard User survey to 120 St. Johns County School District personnel and school secretaries identified as regular users of the new information technology system. The response rate for the survey was approximately 66% with 80 users providing feedback. The detailed results of the customer satisfaction surveys are noted on the following pages.

Participants

Survey participants included 41 school secretaries and 79 District employees from numerous departments including:

- Human Resources
- Facilities
- Academic Services
- Office of the Chief Financial Officer
- Information Technology

Summary

We noted that there is a majority consensus among the survey participants that SunGard is an improvement over the previous Oracle system that it has replaced. The majority of respondents are satisfied with the SunGard system and with the response effort from SunGard and SJIT in regards to training and making the necessary modifications and adjustments needed throughout the installation and implementation process. There is a high majority of respondents who feel the new SunGard system provides the school district with a more controlled and secure transaction environment. We also noted there is a moderately high ratio of respondents who still feel that more modifications and adjustments will need to be made to the SunGard system. We also noted that while the user personnel did receive timely responses there was a majority consensus of dissatisfaction in regards to the timeframe the resolution of unresolved issues required.

See the following pages for the charts and tables that present a summary of the overall and individual survey results.

Survey Results - continued



How would you rate your overall satisfaction level with SunGuard Today?

| SunGard Survey Analysis | | | | | |
|-------------------------|----------------------|---------------------|--|--|--|
| Answered Question 80 | Answered Question 80 | | | | |
| Skipped Question 0 | | | | | |
| Satisfaction Level | Response Count | Response Percentage | | | |
| Extremely | 12 | 15% | | | |
| Satisfied | 56 | 70% | | | |
| Unsatisfied | 12 | 15% | | | |

Survey Results - continued



Would you consider SunGard to be an improvement over the previous system?

| SunGard Survey Results | | | | |
|------------------------|----------------------|------------|--|--|
| Answered Question 80 | Answered Question 80 | | | |
| Skipped Question 0 | Skipped Question 0 | | | |
| Response | Count | Percentage | | |
| Yes | 46 | 61% | | |
| No | 29 | 39% | | |

Survey Results - continued

Do you believe the centralized structure of SunGard provides the District with a more controlled and secure transaction environment?



| SunGard Survey Result | S | |
|-----------------------|-------|------------|
| Answered Question 48 | | |
| Skipped Question 32 | | |
| Answer Options | Count | Percentage |
| Yes | 40 | 83% |
| No | 8 | 17% |

Survey Results - continued



Does SunGard provide the adequate tools, reports, and basic functionality for you to

| SunGard Survey Rest | ults | |
|--|-------|------------|
| Answered Question 77 | | |
| Skipped Question 3 | | |
| Answer Options | Count | Percentage |
| Yes | 36 | 47% |
| No | 8 | 10% |
| Yes, but some improvements or modifications needed | 33 | 43% |

Survey Results - continued

When you have encountered issues or problems with SunGard, how would you rate the resolution of those issues?



- a. All of my issues have been effectively resolved
- b. Most of my issues have been effectively resolved
- **c**. Only a few of my issues have been effectively resolved
- d. None of my issues have been effectively resolved
- e. I have not experienced any issues or problems with SunGuard

| SunGard Survey Results | | |
|---|-------|------------|
| Answered Question 79 | | |
| Skipped Question 1 | | |
| Answer Options | Count | Percentage |
| a. All of my issues have been effectively resolved | 17 | 21.5% |
| b. Most of my issues have been effectively resolved | 51 | 64.6% |
| c. Only a few of my issues have been effectively resolved | 9 | 11.4% |
| d. None of my issues have been effectively resolved 0 0% | | |
| e. I have not experienced any issues or problems with SunGard | 2 | 2.5% |

Survey Results - continued



SunGard Survey Results Answered Question 78 **Skipped Question** 2 **Answer Options** Count Percentage a. Immediate response and resolution 21 26.9% b. Immediate response but delayed resolution 32 41% c. Delayed response and delayed resolution 22 28.2% d. No response or resolution 0 0% e. I have not experienced any issues or problems with SunGard 3 3.8%

When you have encountered issues or problems with SunGard, how would you rate the

18

Issues Matrix

Issues Matrix

| Rating | Issue | Recommendation | Management Response |
|--------|--|--|---|
| High | 1. Out of Scope Services Approval | | |
| | During our review, we noted that SJIT Management authorized the expenditure of \$602,783 of work beyond the scope of the original contract without obtaining School Board approval. This represents a lack of compliance with District Policy Chapter 7.00 subparagraph (8) which states that the School Board shall approve any purchase or contract of \$50,000 or more. Lack of compliance with School Board purchase policy can result in the expenditure of funds or the execution of contracts beyond the intentions and fiscal requirements of the School Board. | We recommend that Management be required to execute a change order for all work determined to fall outside of the scope of the original agreement approved by the School Board pursuant to the threshold noted in School Board policy as stipulated in this observation. | The SunGard project budget developed by Mr. Weiss (our former CFO) in May 2011 and brought to the School Board for approval in July 2011 as Budget Amendment 2011-G-09 clearly included additional project funds that were anticipated to complete the implementation of BusinessPlus, eSchoolPlus and performancePlus. These additional funds were expected to support additional training, software enhancement and setup review that are common with any new ERP system change. When this same budget was increased again in March 2012, by \$200,000 to cover new contract addendums and additional out of scope support, it was specifically noted by the new CFO, Mr. Degutis, at the March 2012 board meeting. |

Issues Matrix

| Rating | Issue | Recommendation | Management Response |
|--------|--|----------------|--|
| High | 1. Out of Scope Services Approval - co | ontinued | |
| | | | Because the additional consulting, training, setup review, workflow development, report development and other just-in time support occurred as it was needed, it was not possible to predict what services would be needed beyond the current month. This process to schedule support as needed made it impractical to simply submit a change order. Knowing this process is typical during large scale business and student system implementations, additional project funds were established to cover this contingency. |
| | | | We agree that a comment or special note to the Board was overlooked during the July 2011 Board meeting regarding the Budget Amendment which highlighted the development of the SunGard budget which included project funds that were set aside to cover additional support, beyond the contract amount. |

Issues Matrix - continued

| Rating | Issue | Recommendation | Management Response |
|----------|---|---|--|
| Moderate | 2. Project Management | | |
| | During our review, we noted that St. Johns Information Technology (SJIT) management restructured the pricing arrangement pertaining to the use of the Remote Project Manager and the On-Site Half-Time Project Manager. According to the contract, SunGard was to provide billed as incurred onsite project management 2 weeks a month for 15 months. Upon completion of the onsite project management hours, a remote project manager would be utilized for 6 months. The remote project manager was to be billed as a lump sum of \$20,000 for the duration of the project. SJIT management converted the \$20,000 lump sum remote project management fee into 100 hours of remote project management. SJIT management restructured this agreement without School Board approval as | policy requiring all modifications to an executed agreement be formally amended and approved by the School Board. We understand certain business decisions are made in the normal course of any project; however, it is our recommendation that District management formally document any changes to previously approved project structure to mitigate the risk of overcharges and / or out of scope services. Finally, we recommend that Management be | SJIT management only modified when the remote project management support was to be provided during the project implementation. The part time project manager costs incorporated into the milestone payments, as outlined in the contract, did not change. We concur that a document outlining any change support timing would be helpful to more accurately track project history. We will work to incorporate a procedure to support this practice in the future on large software implementations. |
| | agreement without School Board approval as required by District Policy 7.00, subparagraph (8). However, this restructuring of the utilization of the remote vs. onsite project manager did not increase the total contracted fees for these activities. Finally, management was not able to provide sufficient tracking documentation reflecting that the converted 100 hours were exhausted. | | |

Best Practices

Best Practices

| Observation | Recommendation | | | |
|---|---|--|--|--|
| License and Maintenance for Unused Modules | | | | |
| During our review, we noted that the following modules were paid for, but are not currently being utilized. Bid Online Student Activities Punch Out Licensing and maintenance has been paid (and renewed) for these modules totaling \$61,371 since inception. SJIT management indicated that these modules were a part of the total implementation package sold to the District by SunGard. It was determined after the contract was approved and the project had begun, that the referenced modules were not to be utilized because of various reasons such as inherent module | We recommend that SJIT management conduct an assessment and formally document whether or not these modules will be utilized, as well as the cost vs benefit of retaining active licenses and maintenance contracts for the unused modules. This assessment will provide transparency for the School Board or other interested party to properly track and monitor these matters. | | | |
| limitations, the need for enhancements, etc. Reimbursable Mileage Expenses | | | | |
| During our review, we noted support for Mileage Reimbursement for personal car use was not contractually required. | We recommend the District include language in future contracts requiring mileage verification from the vendor to be submitted as evidence for reimbursement. For example: an attached PDF map clearly defining the distances travelled, signed by the vendor, would qualify as sufficient documentation. | | | |
| | We also recommend the District implement a mileage cap or not-to-exceed per occurrence limit to further mitigate exposure in this reimbursement area. | | | |
| Milestone Dates | | | | |
| During our review, we noted that the following milestone deliverables were not achieved by the committed timeframe indicated in the agreement: Conversion Programs Process / Parallel Integration Final Configuration Documentation Production Ready – various modules Specified Enhancements | We understand the magnitude of the resources required to achieve full, effective implementation of a new Information Technology system. We recommend that for future projects, the District consider providing additional resources to facilitate active participation from all departments in the necessary training and testing phases of an extensive project such as the SunGard implementation. Active participation from all users can help towards the achievement of timely milestone commitments. | | | |

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