

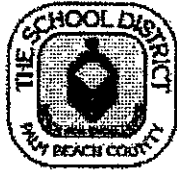
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Amendment 3 to Change Order #1

PeopleSoft Implementation Transition and Support

December 21, 2006



This is Amendment 3 to Change Order #1 dated September 18, 2006 ("Change Order #1") between eVerge Group, Inc. ("eVerge") and The School Board of Palm Beach County, Florida ("District") under the Consulting Services Agreement dated December 21, 2004 between the parties (the "Consulting Services Agreement") for PeopleSoft software implementation and business process redesign is presented to the District at the District's request to provide post production support and system maintenance for the PeopleSoft modules implemented in Phase I.

The purpose of this Amendment 3 is to provide for the continuation of some of the services described in Change Order #1 to Statement of Work 2 dated March 28, 2005 for an additional period of time or budgeted dollars in the amount not to exceed \$1,634,380. Change Order #1, as amended by Amendments 1 and 2, and the terms and conditions thereof shall remain in effect as amended by this Amendment 3.

Functional and Technical resources are allocated based on the current proportion of hours on the outstanding issues task list. In addition, eVerge is providing a project manager to work with the District in managing the tasks of these additional resources. At the request of the District, eVerge has reduced the resources allocated for the ongoing daily support of the PeopleSoft system.

All resources will follow the project plan that is managed by a partnership of the eVerge project manager and the District project manager. A detailed revised project plan will be developed jointly by eVerge and the District. The revised plan will be developed as part of this proposal to the District not later than January 31, 2007. The plan will take into account both the District and eVerge resources provided in summary as part of this proposal. The estimated costs and time to complete each task are based on the District's commitment to provide the appropriate resources. This Amendment 3 does not include knowledge transfer during the completion of tasks, application support (except where it is noted in the project plan), or any support associated with the attempt to re-implement Time Collection Devices. All task list items as well as additional enhancements and tasks will be prioritized, assigned, managed, and worked based on the resources available to the project.

eVerge Consulting Services Personnel Matrix

The matrix on the following pages represents eVerge staff allocation for the duration of this Amendment 3. It should be noted that changes to the above matrix of staff may be made by eVerge with a 5 working day notice if personnel are replaced or a 20 working day notice if they are rolling off the project without a replacement.

The district may notify eVerge with a 10 working day notice for consultants who are no longer required on the project. In this event, the hours and dollars on this statement of work will be adjusted down accordingly.

Consultant	Function	Hours
Steve Richards	Project Manager	570
Matt Knoepke	Functional Time & Labor	640
Betsy Snyder	Functional Benefits/HR/Recruiting	540
Tessie Gabay	Functional Payroll	580
Kim Gulka	Functional Payroll	520
Deep Yarla	Functional AR/Projects	320
Randy Colley	Functional Fin/GL	370
Koti Kalagara	Tech Resource	640
Karthik Alameia	Tech Resource	640
Maury Zuber	Tech Resource	560
Harish Bejjinki	Tech Resource	640
Bob Lewis	Tech Resource	640
Susan Hartman	Tech Resource	560
Frank Collamore	Tech Resource	560
Steve Howell	Tech Resource	380
Brandon Johnson	Remote Tech Resource	200
Total Consulting Hours		8,360

Cost of Services

Unless otherwise requested or noted, the above staff will be allocated January 1 through April 15, 2007 or until dollars totaling \$1,634,380 are exhausted. Should eVerge furnish personnel and services prior to the execution of this agreement, the District agrees to pay eVerge the blended hourly rate of \$195.50 for such hours eVerge incurs beginning December 16, 2006.

Currently both the District and eVerge are working to accomplish all tasks listed on a jointly (between the District and eVerge) developed task list for both HCM and Financial Modules. These lists represent the best available list of tasks that are that are to be accomplished. Many of these tasks have been accomplished and eVerge will continue to work on the remaining tasks on a daily basis. eVerge will assign a project manager to develop a detailed project plan for all remaining tasks, the day to day management of all eVerge resources, and coordination with the District. Should additional tasks or work not listed on this list be desired by the District then the District will be responsible for requesting a change order to increase the payment to eVerge or determining which existing tasks that have not been completed will be eliminated from the list. This amendment also includes approximately 840 hours in production support.

The District will pay eVerge a blended hourly rate of \$195.50 based upon the effort needed.

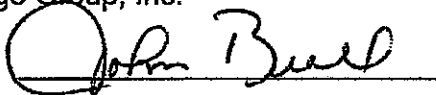
eVerge shall not be required to provide any consultants or support services after the earlier to occur of (i) April 15, 2007 or (ii) the date the budgeted dollars approved by the School Board have been exhausted.

eVerge has agreed to extend the \$195.50/hour blended rate on any of the District's Prioritized Phase 2 items if contracted for before April 1, 2007.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment 3 to Change Order #1 to be duly executed by its authorized officer or representative whose signature appears below, effective as of December 21, 2006.

eVerge Group, Inc.

By:



Name: JOHN BEALL

Title: EXECUTIVE VICE PRESIDENT

Date: 12/21/06

The School Board of Palm Beach County, Florida

By: _____

Attest By: _____
Superintendent of Schools

Name: _____

Reviewed to form and legal sufficiency:

Title: _____

By:  12/22/06
Name: Blair Littlejohn III Date:

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	January 1 – April 15, 2007
Termination Clause	N/A
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	N/A
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	FLORIDA LAW & PB COUNTY VENUE

Business Principles:

Comments

Sound Business Principles	YES
Reasonableness of Fees	Please refer to page _____.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to page <u>3</u> .

Other Issues:

Comments

Conflict of Interest Disclosures	Included with back up
Non-Negotiable Issues	NONE
Miscellaneous Issues	NONE
Appropriate Departmental Sign-off	YES

Special Considerations: _____

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

Blair Lewis 12/22/06
 By: Attorney (Name and Date)