



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

Amendment Number 1

**Amendment to Consultant/Service Provider
Memorandum of Agreement**

Date of Amendment 06/06/2007

Consultant/Service Provider Pro Business Solutions, LLC

This Amendment Agreement by and between a duly authorized representative of The School District of Palm Beach County, Florida, (hereinafter referred to as the District) and the above named Consultant/Service Provider (hereinafter referred to as the Consultant/Service Provider) stipulates the changes to the original Consultant/Service Provider Memorandum of Agreement.

CHANGES MADE TO THE AGREEMENT ARE AS FOLLOWS

Revise the Agreement approved by the School Board on January 10, 2007 as follows:

Extend contract support for post production in PeopleSoft for A/P, Vendors and P-Card through August 31, 2007. Additional work to include support for year end close process for Accounts Payable and roll forward of unpaid invoices, invoice scanning project implementation activities and other tasks assigned in related areas.

Nine Weeks, not to exceed \$52,200.

In witness whereof, this amendment has been executed on this day and year first above written.

CONSULTANT/SERVICE PROVIDER INFORMATION

SIGNATURES

NAME (type or print)

SIGNATURE OF CONSULTANT / SERVICE PROVIDER

TITLE

DATE

Matthew Rife 5-30-07

SOCIAL SECURITY NUMBER (last four digits only) / EMPLOYEE ID NUMBER

SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR

DATE

John J. ... 5/30/07

MAILING ADDRESS

SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT

DATE

Joseph ... 6/1/07

CITY / STATE / ZIP CODE

SIGNATURE OF SUPERINTENDENT / DESIGNEE

DATE

Arthur ... 6/6/07

TELEPHONE NUMBER / EXTENSION

SIGNATURE OF SCHOOL BOARD CHAIRMAN (if over \$10,000)

DATE

William S. ... 6/6/07

PBSD 1843 (NEW 9/8/2000)

**Reviewed and Approved
as to Legal Sufficiency**

[Signature] 6/1/07

6. **COMPENSATION**

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

One Hundred-Forty-Five Thousand Dollars and 00/100

(\$ 145,000.00), for a maximum of 1000 hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: \$145.00 Flat Rate: _____

I grant permission for any or all parts of this presentation to be videotaped. Yes No

B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is:

Sharon Swan - Director Purchasing

7. **CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Consultant will not receive student information.

Consultant will receive student information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.

Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

8. **BACKGROUND CHECKS/FINGERPRINTING**

The Jessica Lundsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

9. **INDEPENDENT CONTRACTOR**

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

10. **OWNERSHIP**

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

11. INDEMNIFICATION/HOLD HARMLESS

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

12. TRAVEL

Travel is is not allowable for this contract. Estimated travel expense is not to exceed included in hourly rate for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 1 12.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

13. AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

14. ASSIGNMENT

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

15. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

16. TERMINATION

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the School Board reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the contract completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

17. MINORITY STATUS

The School District strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%) Yes No
If a consultant not representing a firm, I am a minority. Yes No

If either statement above was checked yes, please indicate minority group.

- Black or African American Asian Native Hawaiian or Other Pacific Islander Hispanic or Latino
- American Indian or Alaskan Native Disabled White Female Other

MATTHEW CULP
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TYLER, TEXAS 75707
903-714-3665
MCULP@PROBUSINESSSOLUTIONS.NET

Career Summary

I have nine years of experience in multiple areas of Finance and ERP consulting. I hold seven years of project lead and project management experience in PeopleSoft Financials with emphasis in General Ledger, Accounts Payable, Project Costing and PeopleSoft reporting. My experience includes both public and private sectors, including Fortune 500 companies. I have a proven track record of managing project resources along with client expectations, which is a testament to my strong analytical skills and excellent problem solving abilities. I possess industry experience in financial services, high tech, public accounting, manufacturing, insurance, retail, mining and energy. In addition, I possess outstanding organizational skills and the ability to coordinate multiple tasks while consistently meeting dead lines.

PeopleSoft Application Module Expertise

Financials: 8+ Years experience

- General Ledger 6.0, 7.0, 7.5, 8.0, 8.4, 8.8
- Accounts Payable 6.0, 7.0, 7.5, 8.0, 8.4, 8.8
- Project Costing 7.0, 8.0, 8.4, 8.8
- Purchasing 8.8

PeopleSoft Technical Skill Summary

8+ Years experience

- PeopleTools 7.5, 8, 8.4
- nVision
- SQL
- PS/Query
- Crystal
- Tree Manager

Project Experience:

PeopleSoft 8.4 Financials Banking Enhancement Project

Quintiles Transnational, Inc.

Accounts Payable/Banking Expert

February 2005 - Present

Served as the Functional Accounts Payable / Banking expert on a banking enhancement project for a global clinical research company. My responsibilities included developing a strategy to consolidate forty-three bank accounts into just two. I led an effort to implement positive pay and ACH payments for the new bank accounts which included writing the functional specifications for the development of these processes. I also was responsible for modifying crystal check layouts to meet the check requirements of the new bank. Other responsibilities included analyzing the company's home grown bank reconciliation solution for its European division and delivering a recommendation for a longer term more efficient solution.

PeopleSoft 8.8 Financials Upgrade Project

Dynegy, Inc.

Accounts Payable Functional Lead

October 2004 – February 2005

Served as a functional lead on a PeopleSoft 8.8 Upgrade project for a leading energy company. I was engaged on this project at the beginning of the testing phase to handle all aspects of testing the Accounts Payable module. I was responsible for all system testing and end to end testing of AP which included test script execution, test result documentation and problem resolution. I was also responsible for the coordination of all User Acceptance Testing for the AP module. For the performance testing phase of the project, I was heavily involved with the creation and execution of the performance test scenarios for all the modules which included, Accounts Payable, General Ledger, eProcurement, Project Costing and Time and Expenses. Other responsibilities included assisting in the development of the AP End User Training course.

PeopleSoft 8.8 Financials Upgrade Project

WilTel Communications, Inc.

Accounts Payable, Project Costing and Purchasing Functional Lead

March 2004 – October 2004

Served as functional lead on a PeopleSoft 8.8 Upgrade project for a leading communication solution provider. One of my responsibilities on this project was the analysis of the customizations made to the Accounts Payable, Project Costing and Purchasing modules in the version 7.5 environment and the elimination of those customizations. Through this analysis process I was able to eliminate 90% of the customizations by process redesign and using delivered PeopleSoft 8.8 functionality. This will provide a significant savings to the client on future upgrade efforts. Other responsibilities included the design and creation of functional design specs, test scripts and training deliverables.

PeopleSoft 8.4 Financials Implementation Project

Drummond Co.

Accounts Payable and Project Costing Functional Lead

March 2003 – March 2004

Served as a functional lead on a PeopleSoft 8.4 implementation at a large multinational mining company. My primary responsibility on the project was the design, configuration and implementation of the Accounts Payable and Project Costing modules. I worked extensively with the client's module leads at their U.S. and Colombian operations to design the system to meet requirements. The implementation of the Project Costing module greatly improved the efficiency of the clients Authorization for Expenditure processes and procedures. My secondary role on the project was assisting the General Ledger team in the design of allocations and nVision reports.

PeopleSoft 8.0 nVision Reporting Engagement

Perot Systems, Inc.

nVision Report Developer

December 2002 – March 2003

Served as an nVision report developer on a PeopleSoft 8.0 engagement for a multinational IT services company. My duties included working with top level Corporate Finance leaders to redesign their critical nVision reports to work in the new PeopleSoft 8.0 environment. I also was responsible for developing the clients Report Distribution Strategy that would be used after system go live.

***Vendor Selection Engagement
Applied Graphics Technologies, Inc.
Functional Lead***

October 2002 – November 2002

Served as the functional lead on a vendor selection engagement for a large multinational prepress graphics company. Performed both a quantitative and qualitative analysis on Digital Asset Management solutions to be part of the client's operational enterprise system. Presented findings and recommendation to the client's executive steering committee.

***PeopleSoft 8.0 Financials Fit/Gap Analysis
Burlington Resources Canada
Functional Lead***

June 2002 – August 2002

Served as Functional Lead of an analysis team engaged to determine the feasibility of converting large oil and gas company's Canadian operations over to PeopleSoft Financials. A high-level fit/gap analysis was performed to find any large gaps between the legacy system (Oracle Financials) functionality and PeopleSoft 8.0 Financials.

***PeopleSoft 8.0 Financials Upgrade
Burlington Resources, Inc.
Functional Lead***

December 2000 – May 2002

Served as Functional Lead of PeopleSoft Financials upgrade from 7.0 to 8.0 at a large oil and gas company. Upgraded nine heavily customized financials modules, which included Billing, Budgets, GL, Purchasing, AP, Inventory, Asset Management, AR and Projects.

Responsibilities included, collection of specifications for GL and Project modules, met with client on detailed changes between 7.0 and 8.0, prepared training documentation for GL and Projects, organized and monitored system testing and user acceptance testing. I was also responsible for the successful upgrading of all Trees, nVision and Crystal reports to the PeopleSoft 8.0 environment. Additionally, I maintained the functional project plan, assisted the client's project manager with resource allocation and served as mentor and coach to the consulting team. Solely responsible for bringing client's London operations live on PeopleSoft 8.0 during upgrade.

***Supply Chain/ERP Vendor Selection Engagement
Optek International, Inc.
Functional Financial Lead***

October 2000 – November 2000

Served as Functional Financial Lead for an ERP/Supply Chain vendor selection project at an optical circuit manufacturer. Visited operation in Dallas and Juarez, Mexico to develop an understanding of the company's needs. Collected and analyzed client requirements and made recommendations for implementation of comprehensive supply chain and ERP systems.

***PeopleSoft Archiving Project
El Paso Energy
Project Manager***

May 2000 – October 2000

Served as Project Manager for a PeopleSoft Financials archiving project at a large oil and gas company. Managed a four-person team responsible for identifying archiving criteria for nine PeopleSoft Financials modules and developing a custom archiving solution. Managed a team that developed a repeatable archiving solution for a PeopleSoft Financials application.

PeopleSoft 7.5 Financials Implementation Project

Q4i.com, Inc.

Project Manger

January 2000 – April 2000

Served as Project Manager for a PeopleSoft 7.5 Financials implementation at a startup dot.com company. Responsibilities included managing a five-person team along with the implementation of the general ledger module. Identified client specific accounting and reporting requirements and subsequently configured PeopleSoft's General Ledger module based on those client requirements. Designed client based policies and procedures for the new system. Designed and built financial and management reports for new system using PeopleSoft nVision and managed data conversion from the client's legacy system into PeopleSoft General Ledger.

PeopleSoft 7.0 Financials Implementation Project

Republic Insurance Group

Functional Lead

June 1999 – December 1999

Served as the functional lead on a PeopleSoft 7.0 Financials implementation at a property and casualty insurance company. My main responsibilities included designing and constructing over 150 specific business allocations for the financial reporting group. I was also responsible for designing and developing all financial and management reports using PeopleSoft nVision.

Financial System Vendor Selection Project

Q4i.com, Inc.

Functional Lead

May 1999 – June 1999

Led the initial functional project scope for the proposed PeopleSoft 7.5 Financials implementation. Analyzed research data and made client recommendations for implementation of comprehensive financial and billing systems.

PeopleSoft 7.0 Financial Implementation Project

Safeco Insurance

Functional Consultant

March 1999 – May 1999

Served as functional consultant in the implementation of the PeopleSoft 7.0 General Ledger module for a large life insurance company. Solely responsible for the design of the business unit and cost center hierarchy. Also, designed and built numerous insurance industry specific cost allocations.

PeopleSoft HRMS Implementation Project

BDO Seidman

Report Writer

January 1999 – March 1999

Worked as a report writer a PeopleSoft HRMS implementation at a financial services firm. Utilized PeopleSoft query and Crystal to design the firms HR and payroll reports.

PeopleSoft Financials Project

Rouge Steel, Corp.

Functional Consultant

March 1998 – December 1998

Served as a functional consultant on a PeopleSoft 7.0 Financials implementation at a steel manufacturing company. Developed and set up the detailed general ledger processes including, allocations, Tree set-up, combination edits, and consolidations. Wrote all nVision and Crystal financial reports for project. Assisted in data conversion from Oracle general ledger to PeopleSoft.

PeopleSoft Financial Implementation Project
TIG Insurance, Inc.
Functional Lead

January 1997 – March 1998

Served as a functional team lead in charge of allocations. Managed Allocation Team along with the design and construction of property and casualty insurance specific allocations in the PeopleSoft 6.0 Financials environment. I was also responsible for the design and development of general ledger reports using PeopleSoft nVision.

Technical Experience:

- **Languages:** SQL
- **Operating Systems:** Windows 95, 98, 2000, NT, XP, Mac OS
- **Database Management Systems:** DB2, Oracle, Microsoft SQL Server, Access
- **Application Packages:** Microsoft Office Professional products, including MS Project and Visio, LoadRunner

Professional Training:

- PeopleSoft General Ledger I 7.5
- PeopleSoft General Ledger II 7.5
- PeopleSoft nVision 7.5, 8.0
- PeopleTools I 7.5
- PeopleSoft Project Costing 8.0., 8.4
- PeopleSoft Accounts Payable 7.5, 8.4
- PeopleSoft Crystal/Query 7.0
- PeopleSoft 8 Webcasts on AP, GL, Query, and nVision
- Cognos Impromptu and PowerPlay

Employers

Independent Contractor
Animato (formally SCA Technologies), Dallas, TX
PricewaterhouseCoopers LLP, Las Colinas, TX
Armstrong & Associates LLP, Dallas, TX

March 2003 to Current
April 1998 to March 2003
October 1995 to April 1998
June 1994 to October 1995

Education

Texas A&M University
Bachelor of Science in Accounting, May 1994

Excellent References available upon request