

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT entered into on the ____ day of _____, 2007, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RIVERDEEP, a Limited Liability Company

(hereinafter referred to as Riverdeep),
a Delaware limited liability corporation, whose principal place of business is
100 Pine Street, Suite 1900, San Francisco, California 94111

WHEREAS, The School Board of Broward County and Riverdeep entered into an Agreement dated April 20, 2004 (hereinafter "Agreement") to work together to develop and implement a district-wide portal based solution utilizing Riverdeep Learning Village for SBBC's E Mapping Curriculum tool, and for provision of portal-delivered content specific core curriculum areas, including reading, math and science; and

WHEREAS, Riverdeep desires to extend the existing contract with SBBC in order to maintain the software licenses granted to SBBC and provide additional services and products including Learning Village and other portal-delivered content, as identified in the existing Agreement; and

WHEREAS, Riverdeep and SBBC desire to achieve a strategic relationship by which both parties can recognize a revenue stream derived from certain customizations and integration as detailed within.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, and the sum stated in Attachment E the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals:** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Remaining Terms:** The term of this Agreement shall be extended for a period of three (3) years and shall commence on June 20, 2007 and conclude on June 30, 2010.

2.02 **SBBC Photo Identification Badge.**

Background Screening. Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$80.00. The Money Order is to be made payable to "PrideRock Holding Company". Visa and Mastercard will be acceptable for these fees. Personal or company checks are acceptable (no cash). These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned. For more information go to http://www.broward.k12.fl.us/supply/vendor_page.htm

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

2.03 **Riverdeep Learning Village License.** The Parties' respective rights and obligations hereunder, including the license to use Riverdeep Learning Village, are stated in Attachment E, attached hereto and incorporated herein.

2.04 **Payment Terms:** SBBC will not be responsible to pay for any fees or costs associated with this Agreement except as identified and specified by this amendment and attachments. With respect to payments for services set forth in Attachment E, if at the end of the first 12 months of the Term, SBBC determines that Riverdeep has not fulfilled any or all of its contractual obligations with respect to the performance of services under the Agreement during that period, SBBC may notice Riverdeep in writing of such issues and the parties shall promptly and mutually resolve any outstanding issues or disputes. If such issues are not resolved to SBBC's satisfaction prior to the payment due date for the next 12 month period of the Term, SBBC may delay the next year's payment until the full resolution of any issue or dispute to SBBC's satisfaction, at which time the next year's payment shall be due. The same resolution procedure shall also apply at the end of the second 12 month period of the Term if applicable.

2.05 **Term and Termination.** Section 3.04 of the Agreement is hereby modified to state as follows:

Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. Upon election of this Termination clause, SBBC would not be reimbursed for any fees previously paid prior to termination.

2.06 **Order of Priority.** In the event of a conflict between documents, which are incorporated herein by reference, the parties agree that the order of priority shall be as follows:

First: First Amendment the Agreement and Attachment E

Second: The Agreement and Agenda Item dated April 20, 2004

2.07 **Terms of Agreement:** Except as expressly provided within, all terms and conditions set for in this Amendment and the Agreement dated April 20, 2004 shall remain in force and in effect for the contract term specified in this Amendment.

2.08 **Authority:** Each person signing this Amendment to the Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for who he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

THIS SECTION LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

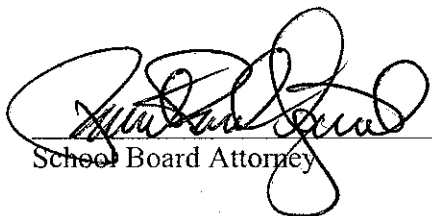
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, Chair

JAMES F. NOTTER
Interim Superintendent of Schools

Approved as to Form:



School Board Attorney

FOR RIVERDEEP

Riverdeep, A Limited Liability Company
Name of Corporation or Agency

ATTEST:

Kirsten Mellor

_____, Secretary

Jacqueline Sparks
-or-
Witness

Caryell Burrell
Witness

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

The foregoing instrument was acknowledged before me this 6th day of
JUNE, 2007 by KIRSTEN MELLOR of
Name of Person

Riverdeep, A Limited Liability Company, on behalf of the corporation/agency.
Name of Corporation or Agency

~~He~~ She is personally known to me or produced N/A as identification
and ~~did~~ did not first take an oath. Type of Identification

My Commission Expires:
APRIL 30, 2009

Kevin F. Piediscalzi
Signature - Notary Public

(SEAL)

KEVIN F. PIEDISCALZI
Printed Name of Notary

1568371
Notary's Commission No.



Attachment E
RIVERDEEP Contract

Scope of Work

1.0 Software Licenses

1.1 License Grant; Renewal and maintenance

For the term of this Amendment, Riverdeep will support and maintain the district-wide perpetual licenses owned by SBBC for the Learning Village application including for teachers for use in group instruction of students and shall support and maintain such software applications for the following programs:

• Learning Village Instructional Organizer (perpetual licenses)
• Learning Village Platform Tools (perpetual licenses)
• Learning Village Portal Utilities (perpetual licenses)

In addition, RIVERDEEP will provide district-wide perpetual licenses to the following products, support and services as part of SBBC's ongoing improvement and implementation of the Learning Village Instructional Organizer and the BEEP Teacher Portal for SBBC.

- 1.1.1 RIVERDEEP will provide district-wide perpetual licenses for teachers for use in group instruction of students. For the term of the Amendment, Riverdeep will support and maintain the district-wide perpetual license for teachers for use in group instruction of students and shall support and maintain such software applications for the following programs:

• Destination Reading – Course 1: (K-1)	• Destination Math (K-9)
• Destination Reading – Course 2: (2-3)	• Riverdeep.net web access (K-12)
• Destination Reading – Course 3: (4-6)	• Destination Science (when available)
• Destination Reading – Course 4: (6-8)	• Destination Music (when available)
• Gateway Logal Series (6-8) and Destination Logal (9-12)	• Edmark Series for Pre-K & K

- 1.1.2 The licenses for the Learning Village application includes a district-wide license to use IBM's WebSphere middleware platform v.5.1 and DB2 v.8.2 database to support the teacher, licenses under 1.1.1.

- 1.1.3 As otherwise set forth in the Agreement, RIVERDEEP will continue development support for the Learning Village application to correct application bugs by mutually agreed upon timelines established in the project management process of the Agreement.
- 1.1.4 As set forth in the terms and conditions of the Agreement, RIVERDEEP shall continue providing its standard support package consisting of phone support 1-888-327-2906 and email support: schoolsupport@riverdeep.net is available Monday through Friday 8:00 am to 5:00 pm CST. Web support is also available 24 hours a day at <http://support.riverdeep.net>.
- 1.1.5 In cases of emergency or bug reporting, use process aligned to Bug Support Process outlined on pages 14-15 of 4/20/04 agreement.

1.2 Upgrades and Enhancements

- 1.2.1 As such obligation is further set forth in the Agreement, RIVERDEEP will deliver to SBBC all regularly scheduled product upgrades and enhancements completed for the Software during the Term. A detailed process for installation and change management will be included in connection with these license rights as part of this Agreement.
- 1.2.2 Upgrades and new features will be tested on staging servers before delivery of any Software to the district. This staging environment will be maintained by District with the same versions of WebSphere, DB2 and Learning Village with a copy of the district's content database.
- 1.2.3 Appropriate SBBC staff will be provided access to the BEEP Teacher Portal staging server for testing purposes.
- 1.2.4 RIVERDEEP will advise SBBC of upgrade features, functionality, versions and proposed deployment dates of product upgrades for all licensed software at least six months prior to release for planning purposes. At least one time a year, RIVERDEEP will provide a product roadmap for all licensed software of anticipated Upgrades for the coming year for planning purposes.

2.0 Application Services

2.1 Teacher Portal Services

RIVERDEEP will continue to provide the current level of service as defined in the Agreement dated 4/20/04. In addition, RIVERDEEP will:

- 2.1.1 If and when available provide the rights for previously licensed seats for teachers to download Destination Success Series modules to an iPod or similar devices as these modules may be developed and may be made commercially available over the term of the Agreement
- 2.1.2 Provide the ability to view and/or link from the Learning Village application to outside media feeds which may include Podcasts, streaming video, RSS feeds and other media content that may be developed by SBBC or procured in the future.

- 2.1.3 Continue to work together with SBBC and publishers of district adopted textbooks to incorporate their lesson plans into the Learning Village application as per the deliverables schedule.
- 2.1.4 Import existing and available learning plans into the appropriate instances of the Teacher Portal.
- 2.1.5 Continue use of Riverdeep's existing data import tool and deliver to SBBC a data import tool when available to automate the moving of electronic content into the Learning Village application as otherwise set forth in the Agreement.
- 2.1.6 Provide the capability for embedding specific discrete skill areas with the capability of choosing tutorials and corresponding workout lessons, within Learning Village Instructional Organizer for the LMS 4.0 Destination Math and Reading Series.
- 2.1.7 RIVERDEEP shall maintain current single sign-on process through credential vault for the following applications that are currently part of the teacher portal including:
- Dell Learning Exchange
 - Elluminate
 - United Streaming
 - Virtual Counselor
 - Blackboard online course delivery system
 - Learning Village Instructional Organizer
 - Destination Math/Reading
 - Apple Digital School
 - Atomic Learning Library
- 2.1.8 For the term and as needed by SBBC, Riverdeep shall assist when SBBC adds new 3rd party applications to the teacher portal single sign on as needed until SBBC moves to an enterprise level portal. RIVERDEEP will reasonably facilitate their integration, including single sign on, into the teacher portal following procedures already established for the current applications delineated in 2.1.7 above.
- 2.1.9 RIVERDEEP will make available to SBBC staff the following levels of data collection and reporting for the Software on individual user accounts as otherwise set forth in the Agreement. These reports shall at a minimum include the following with the first set of reports available by December 2007:
- How many times per day, week, month and marking quarter an individual and designated group (elementary, secondary) is signing on to the portal
 - The applications being accessed by an individual user and/or group.
 - Frequency of usage (hourly, daily, monthly, quarterly, and yearly) reports

3.0 Training and Professional Development

The targeted SBBC stakeholders/users for the Broward Educational Enterprise Portal are teachers and administrators. SBBC's target content for its program shall include but is not limited to:

- Learning Village Basics including searching and navigating
- Modifying and creating content using different templates
- Attaching files and images
- Using Learning Villages resources for classroom instruction
- Learning Village Advanced including jurying lessons
- Using Destination Reading/Math with digital devices
- Creating courses and unit plans

RIVERDEEP shall provide training and professional development services on its software as set forth below, to assist SBBC in its goals with respect to the Broward Educational Enterprise Portal:

3.1 Training Program

- 3.1.1 RIVERDEEP will provide a training plan, training and develop training materials in both print and electronic format, once a year throughout the term of the agreement. Levels of training support shall be specifically contracted in this Amendment and the Agreement.
- 3.1.2 RIVERDEEP will provide additional trainers as required for the continued roll-out of teacher portal as needed to ensure full implementation and as determined by SBBC project staff as may be mutually agreed.
- 3.1.3 End-user training will include SBBC specified professional development requirements for different delivery modes including face-to-face instruction, just in time learning, interactive real time activities, and online courses.
- 3.1.4 RIVERDEEP and SBBC will work together to produce video tutorials and/or podcast video tutorials on BEEP Teacher portal that will be used for professional development. The content produced will be placed by SBBC on its content management systems.
- 3.1.5 RIVERDEEP and SBBC will work together to develop courses including face-to-face instruction, online courses and video tutorials and/or podcast video tutorials accessible through the BEEP Teacher Portal that shows teachers how to use the BEEP Portal. The content produced will be placed by SBBC on its content management systems.
- 3.1.6 School-based staff development according to a Training Plan and Schedule agreed and approved between RIVERDEEP and SBBC.
- 3.1.7 Electronic documentation of SBBC training programs, including screen shots, will become the property of SBBC and as such SBBC can re-use and modify as needed. Digitized video format must follow SBBC standards.
- 3.1.8 Training Plan will include follow-up as required by SBBC's HRD staff development guidelines.
- 3.1.9 SBBC training materials, both print and electronic/digital format, are the property of SBBC and can be re-used or modified as needed.

3.2 Technical Staff Training – Knowledge Transfer Process

- 3.2.1 RIVERDEEP will assist SBBC in developing a training plan for SBBC technical staff so that staff can support and continue the project beyond the term of the agreement (knowledge transfer process).
- 3.2.2 RIVERDEEP will recommend specific training courses and opportunities for SBBC technical and project staff that supports the training plan leading to knowledge transfer.

4.0 Project Management Services

RIVERDEEP will continue to provide a full-time, on-site project manager and a part-time focused educational consultant to manage the implementation of this Agreement. The RIVERDEEP Project Manager will serve as coordinator of all project activities and as liaison with all project participants within SBBC and RIVERDEEP. This individual will also oversee the day-to-day activities related to the performance of this Agreement. The purpose of this project management service is to provide technical direction and control for RIVERDEEP staff, and to provide a framework for project planning, communications, reporting, and all procedural and contractual activity.

4.1 Project Manager Roles and Responsibilities

RIVERDEEP Project Manager will:

- 4.1.1 Serve as a counterpart to the SBBC Project Managers, who have similar roles governing the SBBC responsibilities.
- 4.1.2 Continue current work processes including regularly scheduled meetings, project updates, conference calls, technical training, and issue resolution through the RIVERDEEP project manager
- 4.1.3 Review and provide oversight of the contractual responsibilities of both parties in conjunction with the SBBC Project Managers.
- 4.1.4 Maintain project communications between RIVERDEEP and SBBC through the SBBC Project Managers.
- 4.1.5 Establish documentation and production standards for all project deliverables.
- 4.1.6 Update project plan in a manner consistent with SBBC standard business practices for project management to include timelines, milestones, implementation steps, and task completion status on a weekly basis.
- 4.1.7 Manage all project tracking and reporting such as:
 - A. Review project tasks, schedules, and resources and make changes or additions, as appropriate.
 - B. Measure and evaluate progress against the Project Plan with the SBBC Project Managers.
 - C. Work with the SBBC Project Managers to address and resolve deviations from the Project Plan, subject to change order processes.
 - D. Conduct regularly scheduled project status meetings.

- E. Prepare and submit Bi-Weekly Status Reports to BEEP Steering Committee.
- 4.1.8 Coordinate and manage the activities of all RIVERDEEP staff.
- 4.1.9 Using the issues escalation process, ensure resolution according to mutually agreed upon timelines.
- 4.1.10 Manage curriculum lesson plan imports as otherwise set forth in the Agreement.
- 4.1.11 Monitor and assist with Learning Village content development within the scope of the Agreement.

4.2 Joint Responsibilities

4.2.1 Both parties will:

- A. Ensure that its staff is available to provide such assistance as is reasonably required for the successful completion of the project.
- B. Ensure that its staff has the appropriate skills and experience. If any RIVERDEEP staff fails to perform as required and determined by SBBC staff, RIVERDEEP will make suitable additional or alternative staff available.

4.2.2 SBBC will:

- A. Provide all information and materials reasonably required to enable RIVERDEEP to provide the Services. SBBC agrees that all information disclosed or to be disclosed to RIVERDEEP is and will be true, accurate and not misleading in any material respect.
- B. Ensure it has appropriate agreements in place with third parties to enable RIVERDEEP to perform the Services under this Agreement, where SBBC is using or providing RIVERDEEP with third party information, support or materials for a project.
- C. Provide access to staff with reasonable knowledge of 3rd party applications that form part of this project, reasonable meaning adequate knowledge to facilitate integration tasks.
- D. Unless specifically agreed to otherwise, SBBC will be responsible for the management of the third parties and the quality of their input and work, except to the extent RIVERDEEP specifically agrees.

5.0 Deliverable and Payment Schedule

1.0 Software Licenses				At contract signing	June 30, 2007	\$900,000.00
1.1 District-wide Perpetual License for Teachers & Students for group instruction	<ul style="list-style-type: none"> • Destination Reading Course 1: (K-1) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Destination Reading Course 2: (2-3) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Destination Reading Course 3: (4-6) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Destination Reading Course 4: (6-8) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Gateway Logal Series (6-8) and Destination Logal (9-12) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Destination Science 	RIVERDEEP	When Available	When Available		
	<ul style="list-style-type: none"> • Destination Music 	RIVERDEEP	When Available	When Available		
	<ul style="list-style-type: none"> • Destination Math (K-9) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Learning Village Instructional Organizer (perpetual licenses) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Learning Village Platform Tools (perpetual licenses) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Learning Village Portal Utilities (perpetual licenses) 	RIVERDEEP	At contract signing	June 25, 2007		
	<ul style="list-style-type: none"> • Edmark Series for Pre-K & K 	RIVERDEEP	At contract signing	June 25, 2007		

			RIVERDEEP	At contract signing	June 25, 2007	
1.2 Upgrades and Enhancements	<ul style="list-style-type: none"> Upgrades and enhancement and annual status reports 	RIVERDEEP	When Available	June 25, 2007		
	<ul style="list-style-type: none"> Quarterly staging environment report 	RIVERDEEP	At contract signing	June 25, 2007		
2.0 Application Services				June 30, 2007 June 30, 2008 June 30, 2009	\$33,334.00 \$33,333.00 \$33,333.00	
2.1 Teacher Portal Services	<ul style="list-style-type: none"> View/Link Learning Village application to outside media feeds 	RIVERDEEP	TBD	Upon Completion and when available		
	<ul style="list-style-type: none"> Incorporate textbook lesson plans into Learning Village 	RIVERDEEP	TBD	Upon Completion annually		
	<ul style="list-style-type: none"> Continue existing use of Riverdeep's data import tools and provide a data import tool 	RIVERDEEP	TBD	Upon Completion and by December 1, 2007		
	<ul style="list-style-type: none"> Provide the tools for embedding discrete skills 	RIVERDEEP	TBD	Upon Completion and when available		
	<ul style="list-style-type: none"> Provide IPOD download capable for Destination Reading and Math 	RIVERDEEP	TBD	Upon Completion and when available		

	<ul style="list-style-type: none"> • Maintain current single sign-on process 	RIVERDEEP	TBD	Ongoing	
	<ul style="list-style-type: none"> • Add new 3rd party applications to the teacher portal 	RIVERDEEP	TBD	Upon Completion and when available	
	<ul style="list-style-type: none"> • Provide quarterly usage report and analysis 	RIVERDEEP	First set of reports available by December 2007	Quarterly	
3.0 Training and Professional Development				June 30, 2007	\$100,000.00
				July 30, 2008	\$100,000.00
				July 30, 2009	\$100,000.00
3.1 Training Needs	<ul style="list-style-type: none"> • Training plan 	RIVERDEEP	First training plan due by August 2007 and annually thereafter		
	<ul style="list-style-type: none"> • Training materials in both print and electronic/digital format 	RIVERDEEP	Annually		
	<ul style="list-style-type: none"> • Atomic learning or Podcast video tutorials 	RIVERDEEP	Annually		
	<ul style="list-style-type: none"> • End-user training programs in multiple formats 	RIVERDEEP	Annually		
3.2 Technical Staff Training – Knowledge Transfer Process	<ul style="list-style-type: none"> • Training plan for SBBC technical staff 	RIVERDEEP	Annually		
	<ul style="list-style-type: none"> • Technical processes documentation 	RIVERDEEP	Annually		
	<ul style="list-style-type: none"> • Training program for SBBC technical staff 	RIVERDEEP	Annually		

4.0 Project Management Services					June 30, 2007 July 30, 2008 July 30, 2009	\$33,334.00 \$33,333.00 \$33,333.00
4.1 Project Manager Roles and Responsibilities	<ul style="list-style-type: none"> Detailed project plan 	RIVERDEEP	Annually			
	<ul style="list-style-type: none"> Full-time on-site project manager 	RIVERDEEP	Ongoing			
	<ul style="list-style-type: none"> Documentation and communications standards 	RIVERDEEP	Annually			
	<ul style="list-style-type: none"> Project milestones and timeline reports 	RIVERDEEP	Quarterly			
	<ul style="list-style-type: none"> Bi-weekly progress reports 	RIVERDEEP	Bi-weekly			
TOTAL OF CONTRACT						\$1,400,000.00