

PROPOSAL

Proposal for Riverdeep Learning Village A Curriculum Mapping Tool for the School District of Palm Beach County

Executive Summary

Riverdeep, Inc. LLC (Riverdeep) is pleased to provide to the School District of Palm Beach County (SDPBC), a proposal for Riverdeep Learning Village, a curriculum mapping tool. Learning Village will provide a single point of access for teachers in the District to reach the tools and applications that will empower them in new ways, for a positive impact on teaching and learning.

Learning Village will provide teachers and administrators with a single point of access to the following information critical to the teaching and learning process: curriculum mapping and alignment; best practice unit and lesson plans; district created or purchased learning activities and resources; state and national, as well as District, education standards. Learning Village can also provide access to on-line instructional curriculum; meaningful professional development; student assessment tools and reports; student information; tools for communication and collaboration; and the integration of other District owned and planned tools, resources and applications.

Riverdeep Learning Village provides curriculum standardization and alignment, best practice development and connection to just in time professional development. Riverdeep Learning Village users are part of a nationwide RLV Exchange, a user group and consortium sharing best practices and actively exchanging ideas, resources and activities. RLV will integrate with other instructionally based applications and resources.

Riverdeep will provide full project management for the installation, configuration, and application integration as defined in the contract. The estimated schedule for the completion of the installation, configuration and application integration work included spans twelve (12) months from July 1, 2005 to July 30, 2006. The term of this proposal for licensing with support and services is three years. The software license is an ownership model, whereby at the end of the three years the District owns its installation of the Riverdeep Learning Village software application. The total cost for the Riverdeep Learning Village is \$1,492,642.00

A Curriculum Mapping Tool for Teachers

In response to increased accountability against higher achievement standards, as well as the ever-expanding role a teacher plays in the day to day functioning of the school system, it is imperative that districts provide every teacher with the tools necessary to master the job set before them. RLV, as described in this project proposal, will make those tools available.

Riverdeep Learning Village will provide to teachers a single point of access to the information and applications critical to the teaching and learning process. This information and these applications include: best practice unit and lesson plans rich with

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learning activities and resources; state and national education standards; on-line instructional curriculum: with connections to meaningful professional development; student assessment tools and reports; student information; and tools for communication.

In addition to having one point of access to information and the applications, Learning Village will allow teachers to integrate these applications resulting in significantly increased data-driven instruction and assessment. For example, a tool that identifies a weakness in a student's reading skill is good, but the ability to integrate that with a tool that then gives the teacher a proven instructional strategy for teaching that skill - that empowers the teacher. Many of these tools are technology-based, but it is the intuitive access to these and the integration of these that takes you from a district with good teachers to a district with empowered teachers.

A district's teachers are its single largest investment, its greatest resource, and its biggest risk. Teachers who master their art will produce students who achieve beyond the goals set before them. The district's responsibility remains to provide those teachers with all of the necessary skills and tools to perform at the highest level possible. Many, if not all districts, provide these tools in some form or function. However, the greatest impact of these tools on teacher productivity comes in the ability to make those tools readily accessible from one access point and for those tools to integrate with one another

The Riverdeep Learning Village Application

Riverdeep Learning Village (RLV) is both a curriculum mapping tool and a storehouse of on-line curriculum and professional development resources. This set of databases and suite of tools enables a district to create and maintain a standardized curriculum throughout the district within an easy to use instructional framework; as well as to align best practice plans of instruction with quality resources and learning activities. All of this better ensures that all students are receiving the same quality of instruction, and that the teacher, regardless of the school and level of expertise, is covering the same material with access to the same best practice lessons plans.

Riverdeep Learning Village enables teachers and administrators to collaborate on plans of instruction and the delivery. There are multiple levels of collaboration within RLV - from a simple reviewer providing feedback, to a jury component, which will allow for plans of instruction to be peer-reviewed and evaluated against set standards with meaningful feedback sent to the teachers. This collaboration is also cross-district vs. within the same school, allowing mentoring with curriculum supervisors to take place without the physical constraints of location.

Riverdeep Learning Village offers the district a container in which to place, catalog, align and link, all of their web-based curriculum and professional development. In addition to being hosted from within RLV, these resources can now be electronically integrated with teacher lesson plans and learning activities. This feature allows a teacher to get "just-in-time" professional development prior to teaching a specific skill, and it allows them to

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access on-line curriculum from within a unit or lesson plan. Instead of teachers having to locate these resources, they are attached to the unit plan or lesson plan itself.

The implementation of RLV allows the district access to and collaboration with a consortium of districts currently using the product. These districts include, but are not limited to, Broward County, FL; Miami-Dade County, FL; Duval County, FL; Monroe County, FL; Durham County, NC; and Charlotte-Mecklenburg, NC. The benefit to being a part of this consortium is the exchange of ideas, instructional plans, resources, and student/teacher activities. A full list of members of the Riverdeep Learning Village Exchange – Riverdeep’s Learning Village User Group – is included in the Appendix A of this proposal.

Scope of Work

1.0 Learning Village Scope

Riverdeep will install the Learning Village application on servers with customized district key word sets and identified standards. The RLV applications will be further customized based on input from the district’s subject area specialists. All instructional materials identified for import will be loaded into the RLV system and shared for access by teachers. Private label applications will be provided via simple single sign on as prioritized by the district. Content will be continuously added into RLV throughout the three-year licensing agreement.

Riverdeep will provide Project Management support in Year 1 and a Consultant for the first year of the project. The Project Manager will facilitate the building and customization of the RLV system, and the Focused Consultant will be responsible for district staff and teacher training. Riverdeep will provide all training guides and materials.

Riverdeep will provide on-going technical support of the RLV system for the three-year license, as well as provide necessary bug fixes and product enhancements to existing product version. See Appendix B for Technical Support details and Technical Requirements.

2.0 Riverdeep Project Resources

Riverdeep will provide and manage all resources with the necessary skills and experience in project management, configuration, integration and implementation to perform the project activities described in this proposal. The resources that will be assigned to this project are listed below. SDPBC will participate in the selection and have final approval of the Project Manger and Focused Consultant positions for this project.

Gail Elizabeth Pierson, Chief Education Officer, will serve as Riverdeep’s Executive Sponsor to this project.

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Allen Burgtorf, Director of Strategic Accounts, will provide ongoing Account Management.

Ewald Wiberg, Director of Emerging Technology, will serve as the key liaison between Riverdeep's technical and development groups and the SDPBC technology personnel for the purpose of product integration and customization.

Greg Benton, Riverdeep Technical Service Engineer, will be responsible for installation of product, for product integration, and for the ongoing technical support of Learning Village application.

Riverdeep Project Manager (TBD) will support the project in Year 1. The Riverdeep PM will be responsible for facilitating, in collaboration with the SDPBC technical and curriculum departments, the configuration and integration Riverdeep Learning Village and the instructional applications that reside within. The Project Manager's activity is comprised of the following tasks:

- Serves as a counterpart to the District Project Manager, who has a similar job description governing the District responsibilities.
- Leadership of the Project Implementation Team, which will be launched by Riverdeep's Executive Sponsor, Account Manager and the Project Manager.
- Planning and Scheduling.
- Review and oversight of the contractual responsibilities of both parties, with the District Project Manager.
- Maintain project communications and deliver to district through the District Project Manager.
- Establish documentation and procedural standards for project deliverables.
 - Documentation on Learning Village configurations and all specification and customization documents.
 - Prepare and maintain the project plan for performance of this project, which lists the activities, tasks, assignments, milestones and estimates.
- Project Tracking and Reporting:
 - Review project tasks, schedules, and resources and make changes or additions, as appropriate.
 - Measure and evaluate progress against the project plan with the District Project Manager.
 - Work with the District Project Manager to address and resolve deviations from the project plan, subject to change order.
 - Conduct regularly scheduled project status meetings.
 - Prepare and submit Weekly Status Reports to District team, and to both managements.
 - Administer a Project Change Control Procedure with the District Project Manager.
- Coordinate and manage the activities of Riverdeep staff.
- Issues Escalation.

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Focused Consultant (TBD) will be responsible for planning and delivering training to district staff and teachers throughout Year 1 of the project. The Focused Consultant will:

- Ensure on-going implementation coaching and best practices
- Promote self-sufficiency and ownership for future years
- Accommodate significant professional development needs
- Provide the most flexible and creative schedule opportunities
- Support maximum teacher empowerment
- Facilitate planning, preparation, implementation, instruction, course customization and hands-on application at the district, school and classroom levels
- Coordinate and deliver implementation, professional development and training services.

3.0 Palm Beach County Resources

The following positions are recommended to be assigned to the District Implementation Team as ongoing participants and should participate in regularly scheduled implementation and planning meetings.

- **Project Executive Sponsor** - The executive sponsor is a ranking member of the District management team who will take overall responsibility for the project success in the district. The Executive Sponsor champions the project to the district's executive team, represents the project to the district's Superintendent, and is called upon to help facilitate or to remove road blocks. He or she liaises on overall project oversight with Riverdeep Executive Sponsor and Riverdeep Account Manager.
- **SDPBC Project Manager** - The Project Manager has primary responsibility and accountability for all aspects of the Learning Village project, and the tasks involved in completion of the project. The project manager liaises internally with District directors and managers, with staff involved in project planning and implementation, and externally with the Riverdeep Project Manager.
- **Learning Village Administrator** - This position is assigned to work with Riverdeep's focused consultant on specification, setup and configuration of LV. This configuration work will begin immediately with the initial installation, and the configuration will be extended and modified as the project moves forward. The administrator is generally responsible for user account setup and maintenance, for customization of unit and lesson planning templates, and for guidelines on resource and activity input. The administrator should participate on the project team.

The Project Executive Sponsor and Project Manager will assign other members of to the District Implementation Team to provide the expertise below as needed:

- Application integration issues

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- District systems architecture and communications protocols involved
- District Curriculum to ensure that all core curriculum areas have their needs met.
- Development of specific training classes and for the ongoing marketing and PR activities necessary to get the district buy-in needed for success.

4.0 Price Quotation

RIVERDEEP LEARNING VILLAGE (K-12)

Overview:

- Pricing includes a three-year licensing model to the Riverdeep Learning Village (LV) software
(The software license is an ownership model; at the end of the three years the District owns its installation of the Riverdeep Learning Village software application.)
- Pricing includes initial installation of the Riverdeep Learning Village software.
- *Pricing does not include any network hardware*

RIVERDEEP LEARNING VILLAGE CONTENT LICENSE (K-12)

\$988,642.00

Includes:

- 3-Year Learning Village Content License for Instructional Organizer module:
 - Framework for Curriculum, Unit Plans, Lesson Plans, Resources, Activities & Metrics
 - Web Sphere Portal Extended Version 5.1 License
 - Customized Development Tools
 - Product upgrades through version current at term of license
 - License model

RIVERDEEP LEARNING VILLAGE IMPLEMENTATION & DEVELOPMENT SERVICES

\$350,000.00

Includes:

- Project Implementation Management
 - Fulltime Project Manager assigned Year 1 responsible for planning, project support, and configuration
- Project Plan – Design & Specification Documentation, Integration Planning
 - Plan to include:
 - Application configuration templates
 - Identification of targeted district, state, and or national standards
 - User access levels and id's
 - Site configuration
 - Prioritized list of private label applications for integration
- Content Integration Level 1 including migration & import of existing materials:
 - Integration of district created/owned applications not requiring user sign on
 - Electronic import of district created/owned materials (unit plans, lesson plans, activities, resources) supplied to Riverdeep
 - Riverdeep and Edline will assure a single login to the Riverdeep Learning Village through Edline.
- Content Integration Level 2 including private label conversion
 - Integration of district created/owned applications requiring user sign-on

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- WebSphere Portal Extended Version Integration Level 1 including validation requirements plus:
 - Deployment & customization of portlets
- Focused Consultant Support: Year 1:
 - 180 days of on-site consultant services for project planning, training, and support
- Curriculum training guides and resource materials:
 - Learning Village Administrative Guide
 - Learning Village User Guide

RIVERDEEP LEARNING VILLAGE TECHNICAL SUPPORT & TRAINING SERVICES \$154,000.00

Includes: (three-year technical support agreement)

- Initial Learning Village software installation
- Support services contract for Learning Village software
 - On-site field engineer providing technical support for servers & applications
 - Setup and monitoring of Auto User Import function
 - Remote access troubleshooting and repairing of Learning Village server software
 - Remote access application of server patches and bug-fixes
 - On-site server support (if remote access does not resolve issues)
 - School based on-site support of (when necessary)
 - Unlimited 1-800 toll-free support hotline
 - Email and cell phone access to Riverdeep Systems Engineering Team
 - Nightly backups of Learning Village database
 - Monthly Conference Calls or Meetings with key district personnel
 - Mid-year & end of year usage and analysis reporting
 - Annual archiving and (optional) EOY database purge services
- On-site technical implementation train-the-trainer model
 - On-site technical training of PBCSB technical staff around core applications including Learning Village, WebSphere Portal Extended Version 5.1
- Bug fixes and enhancements to existing product solution throughout term of agreement

TOTAL COSTS: \$1,492,642.00

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5.0 Key Implementation Tasks and Deliverables

Step	Task	Timeline	Deliverables	Payment	Responsible Party
1.0	Phase 1 – School Board Approval & Contract Start Date	June 29, 2005			
1.1	Assignment of Riverdeep Project Manager and Focused Consultant Manage the Learning Village Project <ul style="list-style-type: none"> • Provide project management oversight and status tracking for the tasks identified in this proposal • Review project tasks, schedules, and resources and make changes or additions, as appropriate. • Review the standard invoice format and billing procedure to be used on the project, with the Palm Beach County PM. • Work with the Palm Beach County PM to address and resolve issues • Prepare and submit a bullet summary of project activities completed, activities planned, and project issues bi-weekly to Palm Beach County PM. • Administer the Project Change Control Procedure with the Palm Beach County PM. 		<ul style="list-style-type: none"> • Name Riverdeep Project Manager (PM) and Focused Consultant (FC) • Named Implementation Team • Bi-Weekly Status Report • MS Project Workplan 		Riverdeep Chief Education Officer and Director of Strategic Accounts
1.2	Learning Village Application Installation		Installation complete		Riverdeep Technical Service Engineer (SE)
1.3	Riverdeep & Edline single Log-on complete	August 30, 2005	Integration complete	\$400,000.00	Riverdeep Technical Service Engineer
2.0	Phase 2 - Learning Village Implementation				

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2.1	Provide list, and if local, the electronic format of all standards to be imported into Learning Village	August 30, 2005	Standards list and/or electronic copy of local standards		SDPBC
2.2	Formulate configuration of Learning Village site and design of instructional application templates.	August 30, 2005	Learning Village site configured Learning application templates built		Riverdeep PM and PBC Curriculum Department(s)
2.3	Identify and locate existing instructional plans, activities, and resources to be loaded into Learning Village	September 30, 2005	Electronic files and/or URL of plans, activities, and resources to be included in Learning Village		Riverdeep PM and SDPBC
2.4	Import of existing plans, activities, and resources into Learning Village	October 30, 2005	Some instructional applications inside Learning Village populated		Riverdeep PM Riverdeep FC Riverdeep SE SDPBC
2.5	Begin the training of district selected personnel	October 30, 2005	Select district personnel trained on Learning Village Development of a training plan for remaining district personnel and teachers		Riverdeep PM Riverdeep FC SDPBC
2.8	Population of instructional applications within Learning Village	December 15, 2005	Populate instructional applications within Learning Village for use by PBC teachers	\$150,000.00	Riverdeep PM Riverdeep FC Riverdeep SE SDPBC
3.0	Phase 3 – Private Label Integration				
3.1	Integrate 3 rd Party Applications <ul style="list-style-type: none"> • Analyze application integration requirements • Assess level of effort to integrate each application • Prioritize applications for integration • Document high-level 	January 30, 2006	Documentation to include: <ul style="list-style-type: none"> • Technical specification for each 3rd party application • Application integration 	\$50,000.00	Riverdeep, SDPBC

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	requirements <ul style="list-style-type: none"> Update project plan as necessary 		requirements <ul style="list-style-type: none"> Riverdeep/SDPBC list of applications within each tier 		
3.2	Integration of Tier I Applications <ul style="list-style-type: none"> Integrate application in Training Site of Learning Village Verify Functionality SDPBC will perform User Acceptance Testing Update project plan as necessary 	March 30, 2006	Integration Functional		Riverdeep, SDPBC
3.3	Integration of Tier II Applications <ul style="list-style-type: none"> Integrate application in Training Site of Learning Village Verify Functionality SDPBC will perform User Acceptance Testing Update project plan as necessary 	July 30, 2006	Integration Functional	\$250,000.00	Riverdeep, SDPBC
	Integration of Tier III Applications <ul style="list-style-type: none"> Integrate application in Training Site of Learning Village Verify Functionality SDPBC will perform User Acceptance Testing Update project plan as necessary 	July 30, 2006	Integration Functional	\$250,000.00	Riverdeep, SDPBC
4.0	Phase 4 – On-Going Training Year 2 & Technical Support				
4.1	Training <ul style="list-style-type: none"> Continue training of district selected personnel Technical Support <ul style="list-style-type: none"> Support Services Contract for Learning Village software 	July 30, 2006	Select district personnel trained on Learning Village Continuation of training plan for remaining district personnel and teachers	\$150,000.00	Riverdeep PM Riverdeep FC SDPBC
5.0	Phase 5 – On-Going Training Year				

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	3 & Technical Support				
4.1	Training <ul style="list-style-type: none"> • Continue training of district selected personnel Technical Support <ul style="list-style-type: none"> • Support Services Contract for Learning Village software 	August 1, 2007	Select district personnel trained on Learning Village Continuation of training plan for remaining district personnel and teachers	\$242,642.00	Riverdeep PM Riverdeep FC SDPBC

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6.0 Additional Terms and Conditions

Project Change Control Procedure

The following process will be followed if a change is required.

- A Change Request (CR) will be the vehicle for communicating change. The CR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. The investigation will determine the effect that the implementation of the CR will have on cost and schedule.
- The CR must have a written authorization by authorized representatives from both parties for to authorize implementation of the investigated changes.

Escalation Procedure

The following procedure will be followed if resolution is required to a conflict. When a conflict arises between Riverdeep and SDPBC, the project team member(s) will first strive to work out the problem internally.

- Level 1: If the project team cannot resolve the conflict within two (2) working days, the Riverdeep Inc. Project Manager and SDPBC Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within five (5) working days after being escalated from to Level 1, the Riverdeep, Inc. Executive Sponsor will meet with the SDPBC Project Executives to resolve the issue.

Project Responsibilities

Both parties will:

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

SDPBC will:

- Provide all information and materials reasonably required to enable Riverdeep to provide the Services. SDPBC agrees that all information disclosed or to be disclosed to Riverdeep is and will be true, accurate, and not misleading in any material respect.
- Ensure it has appropriate agreements in place with third parties to enable Riverdeep to perform the Services under this agreement, where SDPBC is using or providing Riverdeep with third party information, support or materials for a project.
- Provide access to staff with reasonable knowledge of third party applications that form part of this project, reasonable meaning adequate knowledge to facilitate integration tasks.

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APPENDIX A - Riverdeep Learning Village User Group

Riverdeep established a Learning Village User Group in early 2004, reflecting key districts using and/or implementing LV. Through the Learning Village User Group, Riverdeep facilitates the ability of its members to exchange and/or buy content such as lesson plans and professional development courses to populate their Learning Villages from other members of the Group.

The Learning Village User Group Advisory Board will meet semi-annually and may perform the following oversight functions:

- assist Riverdeep with the direction and future development of the Learning Village;
- contribute information on fixes needed to currently installed versions of Learning Village;
- test both fixes and beta versions of Learning Village releases (on Riverdeep's live demo server); and
- participate in unit and lesson plan and resource exchange.

Under this contract, SDPBC is eligible to be a charter member of the Learning Village User Group Advisory Board.

Current Learning Village Advisory Board members are noted* below with new members to be appointed from the following list of Learning Village User Group members and customers:

Baltimore City Public Schools, MD	Memphis City Schools, TN
Boston Public Schools, MA	*Miami-Dade County Public Schools, FL
Broome-Tioga BOCES, NY	*Monroe County Public Schools, FL
CCSD-15 Palatine, IL	New York City BOCES, NY
*Charlotte-Mecklenburg Schools, NC	Pike County Schools, KY
Chicago Ed. Alliance, Roosevelt, IL	Prince George's County Public Schools, MD
Clark County School District, NV	Rochester Area Math & Science Partnership, MN
Detroit Public Schools, MI	Saint Rose of Lima Church, NY
*Durham Public Schools, NC	San Francisco Unified School District, CA
*Duval County Public Schools, FL	San Jose Unified School District, CA
East Side Union HS District, CA	*School District of Broward County, FL
El Paso Independent School District, TX	School District of Philadelphia, PA
Erie 1 BOCES, NY	Taconic Hills School District, NY
FEH BOCES, NY	Vermont DOE, VT
Frederick County Public Schools, MD	West Des Moines PH 3-4, IA
Harlem School District 122, IL	West Morris Regional HS District, NJ
Lancaster County School District, SC	*West Virginia DOE, WV
Lexington County School District 1, SC	Winston-Salem/Forsyth County Schools

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APPENDIX B – Riverdeep Learning Village Support Services and Technical Requirements

Riverdeep's Maintenance and Support Services Package includes:

- On-Site per Learning Village Server per Year with System Engineer
- Unlimited Cell Phone / Email Access to Support Engineer M-F 9-6pm ET for the District Tech Staff or local LV Administrators primarily for the SERVER support.
- Unlimited User Support for Key Administrator/User via Email / Toll Free Phone / Fax M-F 9-6pm ET - Support for the end user from the RD Iowa Tech Support Staff. This is for USER issues or CLIENT computer issues.
- Remote Server Access- Operating System and LV Updates, Annual Health Check-verifying everything is working properly, Yearly Archive Service if requested, and User Data Imports
- Update Protection: Include standards updates and updates and enhancements to existing LV product
- Upgrade Protection
 - LV Product upgrade
 - Software Installation of product upgrade
 - Data Migration (User, Classes, Schools, Lesson Plans, etc)
 - On-site Train the Technician (Optional)
- Standards update files imported. Standards will be updated when two conditions are met: SDPBC and/or the State of Florida have updated standards, and SDPBC desires/requests the State update in Learning Village. Timing is determined by SDPBC.

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Riverdeep Learning Village v1.5 Technical Specifications

Recommended Database Server Specifications	
Operating System	Windows 2000 Server
Additional Software*	IBM DB2 UDB 7.2 Fixpack 6; IBM Http Server 1.3.19; IBM LDAP 3.2.2
CPU	Dual Processor : Pentium 4 minimum; Xeon Preferred; 2.0 GHz or better
RAM	2 GB minimum; 4 GB preferred
HD Space	30 GB recommended for growth; RAID 1 or 5 recommended
RAID Controller	2-channel RAID controller recommended
Network Card	100BaseT or higher

* Included with purchase of Learning Village application

Recommended Windows Client Specifications	
CPU	Pentium III (450 MHz) or higher
Operating System	Windows 98/ME, Windows 2000, Windows XP
RAM	128 MB; 256 MB+ preferred
Network Card	10MB; 100MB preferred
Graphics resolution	800 x 600 Hi Color 16-bit (thousands of colors)
Browser	Internet Explorer 5.5 or 6.x

Recommended Macintosh Client Specifications	
CPU	G3 or better
Operating System	Mac OS 9.2x or OS 10.3.x (Mac Mgr not supported)
RAM	128 MB; 256MB+ preferred. Virtual Memory turned "on"
Network Card	10MB minimum; 100MB preferred
Graphics resolution	800 x 600 Hi Color 16-bit (thousands of colors)
Browser	Internet Explorer 5.x; Safari w/OS 10.3

These are RECOMMENDED GENERAL Technical Specifications for Learning Village. For recommendations customized to your environment, please consult with Riverdeep's System Engineering Team for further information.

Riverdeep Interactive Learning

Purchase Agreement

This Purchase Agreement is between Riverdeep, Inc. and The School Board of Palm Beach County (School/District). The specific terms as to products and services being purchased with this agreement are referred to and incorporated here in through the *Riverdeep Learning Village – Licensing Model Price Quotation*, dated June 29, 2005 provided to the School/District by Riverdeep, Inc. as attached.

Definitions

As used in this Agreement, the following terms have the meaning set forth below:

- A. Agreement. This Purchase Agreement and the Riverdeep End User License Agreement (“EULA”) shall be the only terms and conditions applicable to the purchase of the Riverdeep Products/subscriptions.
- B. Riverdeep Product(s). Subscriptions, support services, professional development products, materials and services that may acquire pursuant to this Agreement from Riverdeep for its own use (as listed in the attached proposal).

1. Purchase Authorizations

School/District represents and warrants that it has complied with any and all requirements necessary to authorize the execution of all Purchase Agreements with Riverdeep, Inc. and the signing party(ies) is/are authorized to sign on behalf of School/District.

2. Support

Riverdeep, Inc. shall provide user support for Riverdeep Products acquired hereunder as set forth in the attached proposal and the Riverdeep EULA.

3. Purchase/Price/Delivery/Payment

- a. This Agreement is entered into by and between School/District and Riverdeep, Inc. School/District agrees to purchase Products identified on the attached proposal in the amount of \$1,492,642.00. School/District is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all products and subscriptions.
- b. The School/District hereunder shall pay all applicable local sales and use taxes and/or duties due on purchases. Proof of sales tax exempt status must be on file with Riverdeep, Inc. for any order to be treated as a sales tax exempt transaction.
- c. Payment terms under this Agreement are:

4. Limited Warranty

Reference Riverdeep EULA.

5. Riverdeep Product Rights

Riverdeep Products are considered Riverdeep Confidential Information, may contain valuable trade secrets and are protected by copyright and other intellectual property rights. School/District, as an end user, is authorized to use Riverdeep Products subject to the Riverdeep EULA and the applicable trademark, copyright and other intellectual property, federal and state laws of the U.S.

6. Indemnification

The School/District recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in 768.28, Florida Statutes, the State of Florida’s partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the School/District may possess and reserves all such rights as against any and all claims that may be brought under this agreement.

Riverdeep, Inc. recognizes its liability for tortious acts of its agents, officers, and employees resulting from the implementation of this contract and will save harmless the School/District from any action brought against the School/District relative to this agreement.

7. Non-assignment of Agreement

School/District shall not assign or otherwise transfer its right or delegate its obligations hereunder without Riverdeep’s prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void.

8. Limitation of Liability

In no event shall Riverdeep, Inc. be liable for incidental, consequential, indirect or special damages including, without limitation, lost profits or revenue.

9. Term of Agreement

The Riverdeep EULA and the Riverdeep Proposal will govern the term of this Agreement and the use of Riverdeep Products.

10. Entire Agreement

This Agreement, including other agreements and documents incorporated herein by reference, constitute the entire understanding and agreement between Riverdeep, Inc. and School/District. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of Riverdeep, Inc. and School/District. Specifically, any contrary, inconsistent, or additional terms incorporated in any other documents will be of no force or affect whatsoever.

11. Termination of Agreement

Either party may terminate this Agreement for material breach. To terminate the agreement, the non-breaching party shall provide written notice of breach to the breaching party. The breaching party shall have thirty (30) days from receipt of the notification to cure said breach. In the event the breach is not cured, the non-breaching party shall give the breaching party formal notification of termination of this Agreement. Upon said notice the due date of all Riverdeep, Inc. invoices shall be accelerated such that they become due and payable as of the date of termination. The obligations of Sections 8, 9, 12 – 14 shall survive termination of this agreement.

The School District may terminate this contract for convenience upon thirty days written notice. In such event, Riverdeep will be paid for services satisfactorily rendered up to the effective date but shall not be entitled to any additional payments, damages or lost profits.

12. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Florida, excluding conflicts of law principles. Riverdeep, Inc. and School/District each consent to the service of process and to the exclusive jurisdiction of the federal and state courts sitting in the state of Florida. without regard to its conflicts of laws provisions. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a State or Federal court of competent jurisdiction in Florida. with venue in Palm Beach County, Florida.

13. Notices

All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to Riverdeep, Inc.:

Riverdeep, Inc.
Attn: General Counsel
125 Cambridge Park Drive
Cambridge, MA 02140

If to School/District:

The School District of Palm Beach County
Attn: Chief Counsel
3344 Forest Hill Blvd., Suite C-302
West Palm Beach, FL 33406

14. Miscellaneous

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in force and in effect and be construed so as to best effectuate the intention of the parties upon execution.

The paragraph headings contained herein are for reference only. The waiver of one default shall not waive subsequent defaults of the same or different kind.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

District Name: School District of Palm Beach County, Riverdeep, Inc.

Signature: _____

Signature: _____

Print Name: Thomas E. Lynch

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

**Approved As To Form
And Legal Sufficiency**

THL 6/1/05