



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
EE-7.

MEETING DATE	2019-08-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
Direct Negotiation Agreement - FY20-111 - Interactive Learning Experiences Software

REQUESTED ACTION:
Approve the recommendation for the above agreement. Contract Term: August 6, 2019 through July 31, 2020, 1 Year; User Department: Innovative Learning; Award Amount: \$566,300; Awarded Vendor(s): Nearpod Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
Nearpod is an interactive tool for teachers to measure student understanding through formative activities that offer teachers a window on how well their students are understanding the material being presented. It is also a tool that can be viewed repeatedly by students and embedded within Canvas. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$566,300. The funding source will come from the State for the Digital Classroom plan. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Financial Analysis Worksheet (4) Exhibit A - Crosswalk (5) Exhibit B - TIM Alignment

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Daryl Diamond	Phone: 754-321-2620
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
7/30/2019, 2:34:24 PM

Approved In Open Board Meeting On:

AUG 06 2019

By: *Heather P. Burkwood*
School Board Chair

EXECUTIVE SUMMARY

Direct Negotiation Agreement FY20-111 - Interactive Learning Experiences Software

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the new agreement between the local Broward company, Nearpod Inc., and The School Board of Broward County, Florida (SBBC), for one (1) year, starting August 6, 2019 through July 31, 2020. Nearpod's instructional software is an online learning application modernizing traditional instruction and engages students by allowing teachers to synchronize with student devices, integrate multimedia, and assess student understanding in real-time through formative assessments. Nearpod is compatible across all devices and integrates with Office 365, Newsela, and the Canvas Learning Management System.

The spending authority being requested is \$566,300.

Goods/Services Description:

Responsible: Innovative Learning

The District continues to review software purchases to develop a managed menu of software applications used with fidelity across appropriate grade levels and aligned to specific student needs. As part of this ongoing review of curriculum and instructional materials, this request for the purchase of an interactive learning experience software (Nearpod) reflects a review of the purpose for the purchase, the grade level bands for which the purchase will be used, and how the software fits within the software landscape of the District. This purchase will reflect a reduction in the number of platforms used, a consolidation of functionality, and an improvement in interoperability.

Historical Information

In 2016, the School Board requested staff to procure a software application to develop keyboarding and digital citizenship and literacy skills in students. This request aligned with the delivery of laptops to schools and improved wireless access to the Internet resulting from the District's General Bond initiative. As a district, SBBC wanted to ensure that while students were conducting school work on laptops and going online to retrieve information, they would develop the necessary skills to do this effectively and safely. The District purchased Learning.com to accomplish these two (2) goals. **For three (3) years, students in the K-5 grade band, Global Scholars classrooms, and Digital DLA classrooms were given access to the Keyboarding and Digital Citizenship and Literacy modules in Learning.com.** The Innovative Learning Department monitored usage over three (3) years and found that the District was not leveraging the purchase in the manner for which it was designed or expected. The District, therefore, began to look at alternative software applications on the market designed to develop these skills.

Currently, 5,000 teachers use Nearpod to create and deliver student lessons in Broward County Public Schools. Teachers can select content from over 7,000 customizable, standards-aligned lessons for all subject areas and grade levels. With this Agreement, teachers will also have access to content about Digital Citizenship and Literacy and Keyboarding, as well as additional modules relating to College &

Direct Negotiation Agreement
FY20-111- Interactive Learning Experiences Software
August 6, 2019 Board Agenda
Page 2

Career Exploration, Social Emotional Learning, and English Learners supplemental curriculum, as described in Table 1 below. Whereas access to Learning.com was restricted to a subset of the total student population (see highlighted information above), the agreement with Nearpod will extend to all K-12 teachers. See **Exhibit A** for the Nearpod and Learning.com Crosswalk.

Table 1

Module	Description
<p><u>Digital Citizenship and Literacy</u> – Empower students to use technology safely, responsibly, and effectively with Nearpod’s Digital Citizenship and Literacy supplemental curriculum.</p>	<ul style="list-style-type: none"> • Grades K-12 • Support instruction in keyboarding skills through a partnership with Typesy. • Support instruction in Digital Citizenship and Media Literacy skills through a partnership with Common Sense Education. • Support instruction in computer science, coding, applications of technology through a partnership with CodeMonkey. • Four hundred (400) + learning experiences
<p><u>College and Career Exploration</u> – Increase access and exposure to college and career opportunities with Nearpod’s College and Career Explorations supplemental curriculum.</p>	<ul style="list-style-type: none"> • Grades K-12, supporting district use of Naviance in grades 6-12 while exposing college and career exploration in grades K-5. • Equal access to future opportunities as students explore college pathways and career clusters. • Dynamic media, like virtual reality. • Two hundred (200) + learning experiences.
<p><u>Nearpod SEL</u> – Build positive, safe, and empowering learning environments with Nearpod’s Social and Emotional Learning (SEL) supplemental curriculum</p>	<ul style="list-style-type: none"> • Grades K-12 • Built from CASEL’s leading framework to facilitate student development of SEL competencies. • Developed in partnership with Common Sense Education. • One hundred and fifty (150)+ learning experiences.
<p><u>Nearpod for EL</u> – Reach our English Learners with immersive, relevant instruction with Nearpod’s English Learners supplemental curriculum</p>	<ul style="list-style-type: none"> • Grades K-12 • Scaffolded access to rigorous, grade-level, learning experiences, and language instruction. • Built-in partnership with many of SBBC favorite Nearpod publishing partners. • One thousand (1000)+ learning experiences.

Nearpod Lesson Library

With Nearpod teachers can transform instruction with 7,000+ customizable, standards-aligned lessons for all subject areas and grade levels. Designed in partnership with respected publishers and built on research-based instructional models, the Nearpod lesson library saves teachers time with ready-to-teach interactive content and provides exemplars on how teachers can transform their own content. Key points regarding the Nearpod implementation are:

- Usage drives deeper learning with rigorous content from well-known publishers in all academic areas.
- The application supports all learners with research-based instructional models such as Gradual Release of Responsibility, Broward County Secondary Learning's 5e Model, and Universal Design for Learning.
- The application gives teachers the ability to search by standards, resource type, and grade level to align with instructional needs.
- The application gives teachers the ability to perform formative assessments during the delivery of the lesson.
- The application is accessed directly through Canvas via LTI with grade passback functionality.
- The application provides an interactive tool for teachers to measure student understanding through formative activities that offer teachers a window on how well their students are understanding the material being presented.
- The application is also a tool that can be viewed repeatedly by students and embedded within Canvas.
- Although Innovative Learning is bringing it forward specifically for its Digital Citizenship and Keyboarding components, the application is used throughout the District in a variety of departments: Applied Learning (Civic Engagement), ESOL and World Languages (ELL population), Career, Technical, Adult, Community Education (CTACE).

Historical Use of Nearpod in Broward Schools

The Bilingual/ESOL Department first established a partnership with Nearpod during the 2016- 2017 school year to provide one hundred (100) Digital Developmental Language Arts (Digital DLA) teachers with a subscription to Nearpod EL. The table below illustrates the expansion of use across schools and departments over the past three (3) years.

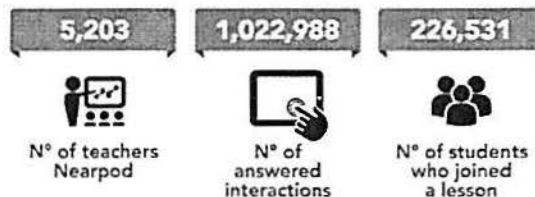
Table 2

Year	Description of Use
2016 – 2017	<ul style="list-style-type: none"> • Bilingual/ESOL Department purchased Nearpod EL Library to give access to one hundred (100) Digital DLA teachers. • Margate Middle School purchased the Nearpod Premium Site License.
2017 – 2018	<ul style="list-style-type: none"> • Bilingual/ESOL Department purchased Nearpod EL Library to give access to one-hundred-fifty (150) DLA teachers. • Lake Forest Elementary, Silver Ridge Elementary, and Margate Middle Schools purchased Nearpod Premium Site Licenses.
2018 – 2019	<ul style="list-style-type: none"> • Bilingual/ESOL Department purchased Nearpod EL Library to give access to one-hundred-fifty (150) Digital DLA teachers. • Gator Run Elementary, Lake Forest Elementary, Pembroke Lakes Elementary, Rock Island Elementary, Silver Ridge Elementary, Flacon Cove Middle, Margate Middle, McNichol Middle, Olsen Middle, Walter C. Young Middle, and Westpine Middle Schools purchased Nearpod Premium Site Licenses. • Innovative Learning purchased Nearpod Premium licenses for teachers to earn when attending the Canvas Advanced LTI Course one hundred seventy-seven (177) teachers), Broward Tech Meetup, and Nearpod Certified Educator Professional Learning Workshops.
2019-2020	<ul style="list-style-type: none"> • Requested and continued use by Applied Learning (Debate), Bilingual/ESOL, CTACE, Elementary Learning, Equity and Diversity, Innovative Learning, and Secondary Learning.

Student Achievement and Engagement Data to Date

1. Increasing Broward Student Engagement

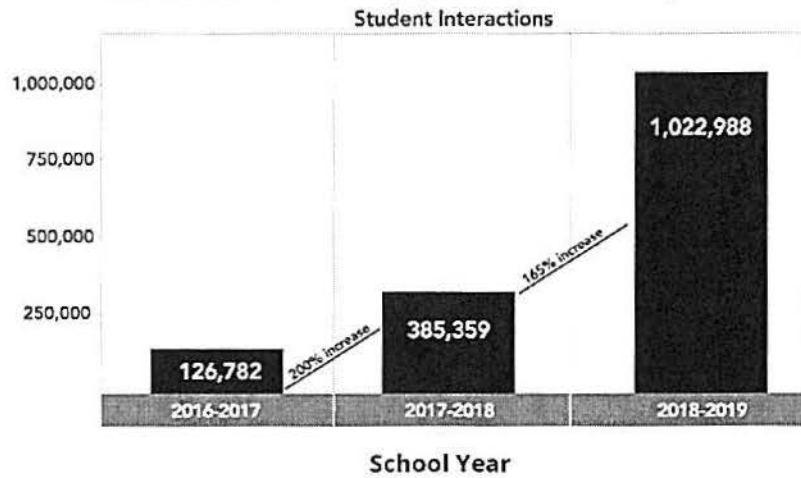
Nearpod is a comprehensive student engagement platform that drives one hundred (100) percent student participation through inclusive, immersive, and collaborative-rich learning experiences. Through real-time synchronization to student devices, Nearpod’s formative assessment feedback loop continually informs the teachers’ instruction to better differentiate for the diverse learners in his or her classroom.



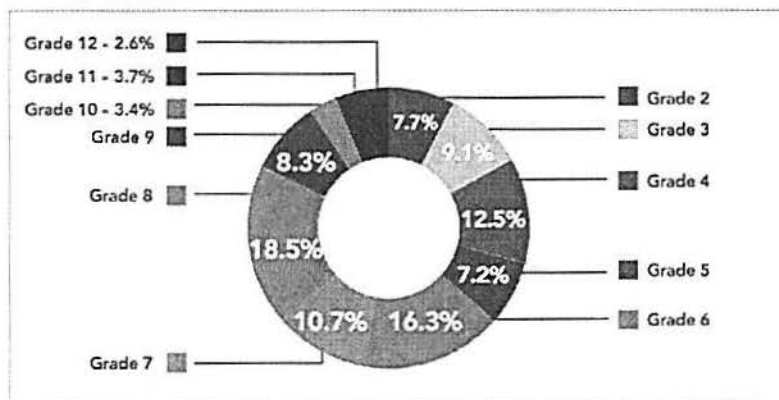
2. Broward and Nearpod Student Engagement YOY Growth

- Since 2016, Broward teachers have organically become users, and the total number of Nearpod accounts exceed 5,000.
- With targeted investments starting in 2016, Broward has experienced a one hundred and fifty (150) percent+ YOY growth on student engagement moments.
- With increased alignment to Broward initiatives, Nearpod is aiming to increase our 2020 impact by one hundred and fifty (150) percent YOY growth.

YoY Growth of Student Engagement Activities Completed



Activity by Grade



3. Increasing Broward Teacher Usage of Digital Tools and Resources

To increase teacher usage within the Nearpod platform, Nearpod supports all teachers – from creators to curators to champions.

- **Creators** – Transform existing PowerPoints through an instant upload from their Microsoft One Drive with twenty-five (25)+ Nearpod activity types including access to over 350,000 virtual reality (VR) trips.
- **Curators** – Model effective digital lesson delivery with 7,000+ Florida standards-aligned lessons in all grade levels and subject areas.
- **Champions** – Create grade-level experts through the Nearpod Certified Educator program to enhance PLC work and maximize Canvas investment with teacher-generated curated playlists.

Since September 2018:



CANVAS

30,000+ student joins through Canvas



12,878+ lessons launched by Broward teachers



1,470+ custom Broward Nearpod ESOL lessons create

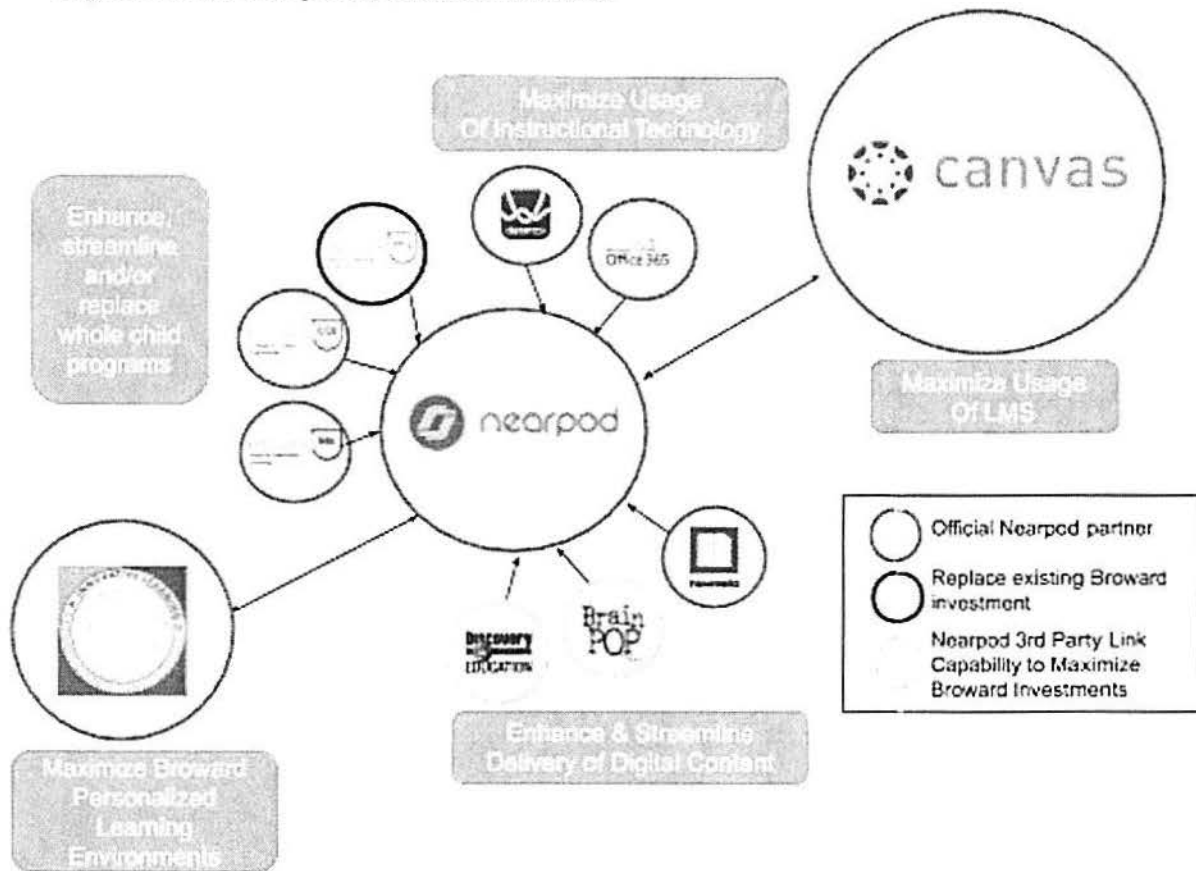


766 Broward teachers signed up for NCT certification program with **340*** certified as of June 2019

**Largest number of NCEs in the nation!*

4. Reducing Broward Redundancies

Acting as the lesson delivery operating system of the modern classroom, Nearpod reduces Broward redundancies by streamlining the implementation of Broward instructional technology (i.e., Desmos) and digital content (i.e., Newsela) initiatives within one seamless, intuitive experience. Nearpod maximizes investments by driving usage of any device and through its official partnerships with Microsoft Office 365 and Canvas. Nearpod is replacing Broward’s Learning.com investment, further streamlining implementation of important Broward initiatives.



Nearpod and the Alignment to the Technology Integration Matrix

The District utilizes the Technology Integration Matrix (TIM) as the tool to determine how technology is being implemented into our classrooms. The TIM provides a framework for describing and targeting the use of technology to enhance learning. The TIM incorporates five interdependent characteristics of meaningful learning environments (Active, Collaborative, Constructive, Authentic, and

Direct Negotiation Agreement
FY20-111- Interactive Learning Experiences Software
August 6, 2019 Board Agenda
Page 8

Goal-Directed). These characteristics are associated with five (5) levels of technology integration (Entry, Adoption, Adaptation, Infusion, and Transformation). Exhibit B showcases how Nearpod lessons align with the TIM so that teachers make intentional and informed decisions as to which lessons to use with appropriate levels of technology readiness.

Procurement Method
Responsible: PWS

Direct negotiation was conducted with the vendor based on Purchasing Policy 3320. Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC’s purchase of educational services.

Financial Impact
Responsible: PWS & Innovative Learning

The spending authority being requested is \$566,300. The funding source will come from the Digital Classrooms Plan in the Office of Information and Technology budget. Below shows the pricing structure:

Table 3

Description	Quantity	Total
Nearpod K-12 Lesson Library Nearpod EL Nearpod Future Ready Package <i>Included Promotional Packages:</i> Nearpod K-12 College and Career Exploration Nearpod Social-Emotional Learning	Up to 8,000 teachers	\$960,000
<i>Discount</i>		(\$460,000)
Sub Total		\$500,000
Professional Development Services – a dedicated Nearpod person for implementation and coordination services		\$66,300
Total		\$566,300

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

Direct Negotiation Agreement
FY20-111- Interactive Learning Experiences Software
August 6, 2019 Board Agenda
Page 9

By replacing Broward’s Learning.com investment, Nearpod can provide more value and benefits to impact a broader set of teachers, students, and district initiatives. The actual financial impact to the District will be a savings of \$160,040. See the chart below for details.

	Current Investment	Proposed Investment
Learning.com	\$545,000	\$0
Nearpod	\$181,340 <ul style="list-style-type: none"> • Innovative Learning • ESOL, partial implementation • Eleven (11) Schools 	\$566,300 <ul style="list-style-type: none"> • Replace Learning.com with Nearpod Digital Citizenship and Literacy. • Maximize and streamline Innovative Learning investment (i.e., Newsela) • Expand Nearpo.d to all users. • Increase Broward district initiative alignment with Nearpod’s College and Career Readiness and Social and Emotional Learning. • Absorb school investments. • Ensure fidelity of implementation and increase Canvas usage with dedicated Nearpod consulting services.
Total Investment	\$726,340	\$566,300 (Δ - \$160,040)

AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of August 2019, 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

NEARPOD INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

WHEREAS, VENDOR's software is designed to modernize traditional instruction and engage students. It is compatible on any device, operating system, LMS or web browser to easily integrate into your technology landscape; and

WHEREAS, VENDOR's software allows teachers to present content by synchronizing with student devices, engage students by integrating rich multimedia within lessons and assess students in real-time through formative assessments; and VENDOR is willing to provide such to the SBBC; and

WHEREAS, Rule 6A -1.012, 11(b), and 14, Florida Administrative Code, and School Board Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, instructional materials and computer software without competitive solicitations.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 6, 2019 and conclude on July 31, 2020.

2.02 **Description of Goods or Services Provided.** Description of goods and/or services should be performed as detailed in **Attachment A**.

2.03 **Cost and Payment.** SBBC shall pay VENDOR Five Hundred Sixty-Six Thousand Three Hundred Dollars and 00/100 Cents (\$566,300.00) after receipt of an appropriate invoice for services rendered as detailed below, (see **Attachment B** for further details):

(a) Five Hundred Thousand Dollars and 00/00 Cents (\$500,000.00), on or after August 1, 2019.

(b) Sixty-Six Thousand, Three Hundred Dollars and 00/100 Cents (\$66,300.00), after completion of professional development services.

(c) Should this Agreement be amended in writing and approved by both parties to add any additional licenses, the price for such additional licenses will be maintained at \$62.50 per teacher for the same products, features & capabilities.

2.04 **Disclosure of Education Records.**

(a) SBBC will provide the education records listed below to VENDOR for the following purposes:

Type of Data	How	What it's used for/ Purpose
Full Student Name	via Learning Management System (LMS)	Generate post session reports
Student Name (First and First Initial)	Manually by student when joining session	Generate post session reports
Nickname	Manually by student when joining session	Generate post session reports
Voice Recording	Students' use of Nearpod	For literacy and speech skills
Student Generated Content including survey, poll or quiz, multiple choice responses, responses to open ended	Students' use of Nearpod	For teacher formative assessment and check for understanding
Grade level and subject areas	Teacher's use of Nearpod	Create personalized experiences in the product for teachers. For example to recommend appropriate lessons for each grade.
Anonymized usage metrics, such as: Google Analytics and Mixpanel.	Teacher's use of Nearpod	Unidentifiable teacher activity metrics that are used to guide how our product is being used.
IP addresses of users, use of Cookies	By visiting the Nearpod website to join a lesson	Identify and respond to security related concerns. This information is not stored.

(b) VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records in the implementation of student information and education management systems. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(c) The requirements of this section shall supersede any uses of education records as listed in VENDOR's privacy policy, see **Attachment C**.

2.05 VENDOR Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any third-party complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by Vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of Vendor to the extent that Vendor or an officer, employee, agent, representative, contractor, or sub-contractor of Vendor shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **SBBC Disclosure of Employee Information.**

(a) SBBC will provide the following employee information to VENDOR:

- 1) First and last name
- 2) SBBC email address
- 3) School location

(b) VENDOR will utilize employee's information to create user access to VENDOR's system.

(c) VENDOR shall not use the employee records listed for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods specifically with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) **Inspector General Audits.** **VENDOR** shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Innovative Learning
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR: Nearpod Inc.
Maurice Heiblum, President & COO
1855 Griffin Rd. SuiteA-290
Dania Beach, FL 33004

With a Copy to: Nearpod Inc. – Legal Department
Attn: Natali Barski-Meyman, Esq.
1855 Griffin Rd. SuiteA-290
Dania Beach, FL 33004

2.09 **Background Screening.** **VENDOR** shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes, and all of 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. This background screening will be conducted by SBBC in advance of **VENDOR** or its personnel providing any services under the conditions described in the previous sentence. **VENDOR** shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to **VENDOR** and its personnel. The parties agree that the failure of **VENDOR** to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. **VENDOR** agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **VENDOR**'s failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. **VENDOR** shall keep and maintain public records

required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third-party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Technology Errors & Omissions.** VENDOR shall maintain Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within thirty (30) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Attachments A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC

employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. Notwithstanding the foregoing, VENDOR may assign this Agreement without the consent of SBBC, in relation to a corporate restructuring, merger, acquisition, or the sale of all or substantially all of a VENDOR's assets. Should VENDOR experience a corporate restructuring, merger, acquisition, or the sale of all or substantially all of its assets, it shall notify SBBC in writing and SBBC shall have the option to terminate VENDOR without any liability pursuant to section 3.05.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective

as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]


FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Heather P. Brinkworth, Chair


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn
Jacques-Adams, Esq. -
kathelyn.jacques-
adams@gbrowardschools.com
Reason: Nearpod Inc.
Date: 2019.07.30 11:14:51 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

NEARPOD INC.

By [Signature]

Name Maurice Heiblum

Title President

_____, Secretary
-or-

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of July, 2019 by Maurice Heiblum of

NEARPOD INC., on behalf of the corporation/agency.
Name of Corporation or Agency

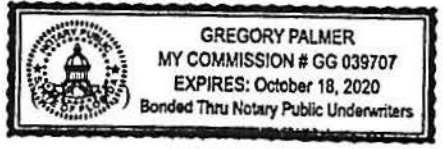
He/She is personally known to me or produced Florida's Drivers License as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature of Notary Public

Gregory R. Palmer
Printed Name of Notary

039707
Notary's Commission No.





ATTACHMENT A

Nearpod and Broward County Public Schools Proposal (District-Wide)

Table of Contents

Nearpod Overview (Company & products)

1. Nearpod at Broward County

- History
- Usage

2. How Nearpod supports Broward County initiatives

- Innovative Learning
- Reimagining Middle School
- Applied Learning (Civic Engagement)
- School Safety
- Digital Equity
- Digital Citizenship
- SEL
- CTACE
- ESOL
- World Languages

3. Professional Development Services

- Customer Success Manager (CSM)
- District Strategy Consultant
- Ongoing District Professional Development
- Nearpod Certified Trainer Program
- Nearpod Certified Educator Program
- Curriculum Mapping

4. Proposed solution

- Contract Terms



Daryl Diamond
Innovative Learning Department
Broward County Public Schools
600 SE 3rd Ave
Fort Lauderdale, FL, 33301

Re: Nearpod Proposal

Dear Daryl Diamond,

Thank you for the opportunity to submit our proposal. I, Carlo Amato, as the Regional Sales Manager of Nearpod, am authorized to legally bind the company to the work proposed herein and have included my contact information at the end of this letter.

In 2012, Nearpod was founded on a bold mission: **to empower educators to use technology that engages and inspires millions of students around the world.** Today, Nearpod has evolved into an educational ecosystem that creates over 270 million unique student engagement moments annually. Compatible with any device, operating system, LMS or web browser, Nearpod integrates easily into your technology landscape. We are always looking towards positive outcomes, merging intuitive instructional software and digitally native lessons backed by research-based design to support all teachers and administrators. Our digital solutions are tied together by our common commitment to ***transforming teaching. Together.***

We have been **honored to partner with schools and districts worldwide to support their technology and curriculum needs.** From providing access to our library of 7,000+ ready-to-teach lessons to supporting school and district initiatives; we have been a trusted partner.

We at Nearpod are excited for the opportunity to work with Broward County Public Schools!

Sincerely,
Carlo Amato
Regional Sales Manager
Nearpod



Nearpod Overview

Nearpod's mission is to empower educators to use technology that engages and inspires millions of students around the world. We work with schools and districts to maximize and streamline their technology investments while ensuring every learner is using that technology in active, creative ways. Nearpod is utilized in 3 out of 5 school districts in more than 29,000 schools. Founded in 2012, Nearpod is a venture-backed company headquartered in Miami, FL. Visit www.nearpod.com for more information.

Solution Components

For Broward County Public Schools, we recommend the following solution components. In conjunction with Nearpod's professional services and your dedicated Customer Success Manager (CSM), we're confident this plan will meet (and exceed) your expectations.

Nearpod Instructional Software:

Nearpod's award-winning instructional software is designed to modernize traditional instruction and engage students. It is compatible on any device, operating system, LMS or web browser to easily integrate into your technology landscape. Software features allow teachers to present content by synchronizing with student devices, engage students by integrating rich multimedia within lessons and assess students in real-time through formative assessments. Additionally, our intuitive instructional software provides administrative reporting tools and shared school/district libraries to support school/district-wide initiatives, foster collaboration, and ensure oversight.

- Synchronize to student devices & capture real-time student feedback through formative assessment.
- Eliminate multi-tab teaching through the integration of multiple media in one seamless experience.
- Maximize district investments with LMS, LTI & software integrations.

Nearpod Lesson Library:

Nearpod offers **7,000+ customizable, standards-aligned lessons** for all subject areas and grade levels. Designed in partnership with respected publishers and built on research-based instructional models, the Nearpod lesson library saves teachers time with ready-to-teach content and provides exemplars on how teachers can transform their own content.

- Drive deeper learning with rigorous content from well-known publishers in all academic areas.
- Support all learners with research-based instructional models such as Gradual Release of Responsibility, BCSC's 5e Model and Universal Design for Learning.
- Search by standards, resource type, and grade level to align with your instructional needs.



Digital Citizenship & Literacy:

Nearpod's Digital Citizenship & Literacy (DCL) program is a four-part series that offers a comprehensive K-12 curriculum that is standards-aligned, using research-based instructional models to support a district-wide implementation. As students navigate the modern world, DCL is your central resource to teach **Digital Citizenship, Media Literacy, Technology Applications, and Coding**. Featuring our partnerships with *Common Sense Education* and *Codemonkey*, over 250 ready-to-teach, customizable lessons cover topics such as cyberbullying, evaluating popular social media sites, creative productivity apps, computational thinking, programming, and more.

- Access to the newest digitally-enhanced content from the nation's leading digital citizenship curriculum from Common Sense Education.
- Assess and apply knowledge with authentic practices and applications that drive meaningful discussions including PBLs.
- Access to a library of up-to-date content that grows as quickly as the digital landscape evolves.

College & Career Exploration:

Nearpod's College & Career Exploration (CCE) supplemental curriculum is a K-12 solution that provides equal access to future opportunities as students explore college pathways and career clusters. This program leverages dynamic media, including virtual reality, to expose students to experiences and provides a critical lens, so students can make informed decisions about life beyond school, and provides direct instruction in the skills they need when they get there. This flexible curriculum is designed to be delivered by any teacher, in any setting, so that all students have access to lessons in: **Career Exploration, College Exploration, Learning Strategies, and Financial Literacy**, with over 175 ready-to-teach, customizable learning experiences.



Nearpod SEL:

Nearpod’s Social Emotional Learning (SEL) supplemental curriculum is a K-12 solution to provide direct instruction in SEL competencies, built from CASEL’s leading framework. Create positive, safe, and empowering learning environments with over 125 lessons in the following topics: **SEL in Action, SEL in Digital Life, Growth Mindset Practices, Lifelong Learning Strategies, and Mindful Moments.**

Nearpod for EL

Nearpod EL lessons have built-in scaffolds to address all English Language Proficiency levels and are aligned to state standards. Over **700 ready-to-teach, customizable lessons** use virtual reality, 3D images, audio, and more to create a truly inclusive and active learning experience that engages students in all modalities. Nearpod EL addresses ESSA’s focus on Academic Achievement and the need for ELP standards to be aligned with academic standards.

- Support english learners with research-based instructional models such as CALLA, MALP, and SIOP
- Access hundreds of lessons that include Academic Vocabulary, Building Background, Content Connectors, Newcomer Phrases and VR Tours for English learners
- Backed by recognized expert partners including Dr. Kate Kinsella, Dr. Robert Marzano and Dr. Diane S. Fenner

Nearpod Broward ESOL and World Languages

In 2016 Nearpod partnered with Broward’s ESOL department to provide 100 Developmental Language Arts teachers with a subscription to Nearpod EL.

In 2017 this subscription was renewed and expanded to 150 Developmental Language Arts teachers.

In 2018 this subscription was renewed and expanded to include 74 World Language Teachers.

Nearpod and Innovative Learning

In August 2018 Nearpod partnered with the Innovative Learning department to provide 700 premium licences to teachers who received Nearpod Certified Educator course training through Canvas. Over 125 teachers have signed up for the course and we now have 110 Broward Nearpod Certified Educators and growing.

Partnered Schools

- | | |
|----------------------------------|------------------------------|
| Lake Forest Elementary School | Margate Middle School |
| Gator Run Elementary School | Westpine Middle School |
| Pembroke Lakes Elementary School | Walter C Young Middle School |
| Rock Island Elementary School | Falcon Cove Middle School |
| Silver Ridge Elementary School | Olsen Middle School |
| | McNicol Middle School |

Current Contract Summary

Department	Annual Contract Value	Absorbed by this proposal once term ends
Broward ESOL/ World Language	\$76,153	Yes



Innovative Learning	\$49,000	Yes
Individual K-5 Schools (5)	\$20,778	Yes
Individual 6-12 Schools (6)	\$35,409	Yes
TOTAL	\$181,340	Yes

Nearpod Usage

Overall Broward District usage showing 100%+ YoY growth

Supporting Broward County Initiatives

Alignment to Innovative Learning

Nearpod aligns well with the Innovative Learning team mission of empowering all learners to achieve their highest potential through customized learning, creativity, collaboration, and the infusion of digital tools and resources.

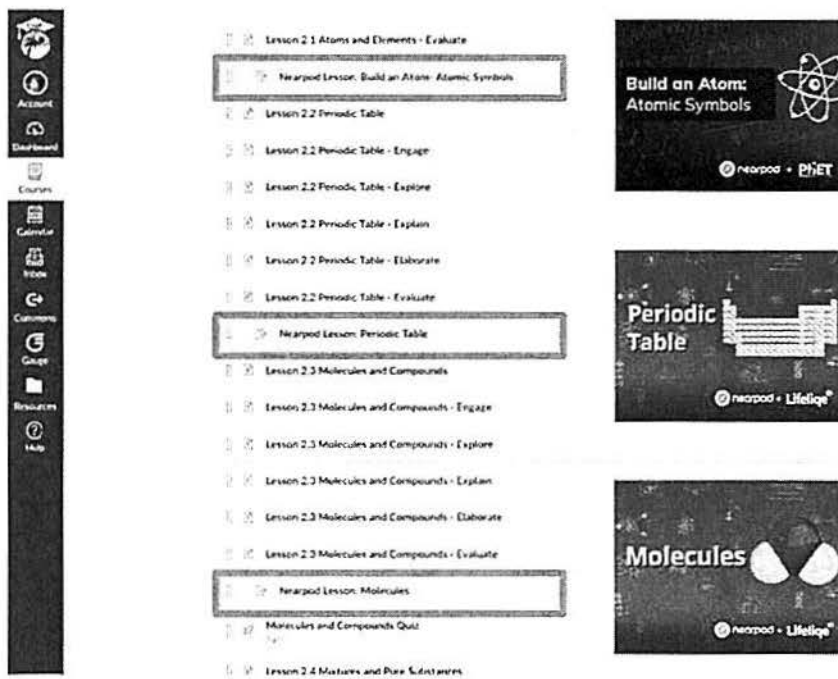
Teaching with Technology

- Design Instruction - allow teachers to foster student interests when developing lessons.
- Deliver Instruction - deliver lessons and assessments in consideration of the whole class as well as individual learners.
- Foster Meaningful Dialogue- leverage technology to support rich discourse in a safe classroom environment.
- Sustain Student Enthusiasm - increase opportunities for celebration and enhance student voice.

Canvas Integration

- Nearpod has been contributing to the usage of Canvas with MoM increase (25%+) of Nearpod lessons launched within Canvas.
- In addition, professional development is conducted through Canvas resulting in 100+ teachers completing Nearpod Certified Educator courses in the 2018 Fall Semester.
- Canvas Gradebook Integration - allows teachers to use the Canvas SpeedGrader to efficiently import student grades into Pinnacle.
- Curriculum Mapping - In collaboration with Broward and Nearpod teams, we are able to utilize current courses in the Canvas Commons and integrate Nearpod lessons that align to the standards addressed. This process makes it seamless for teachers to integrate aligned Nearpod lessons in their daily curriculum routine.

Below is an example of how Nearpod can align with current curriculum maps within BCPS.



The screenshot displays a vertical sidebar on the left with navigation icons for Account, Dashboard, Courses, Calendar, Home, Commons, Group, Resources, and Help. The main content area shows a list of lessons with checkboxes and lesson titles. Three lessons are highlighted with red boxes: 'Nearpod Lesson: Build an Atom: Atomic Symbols', 'Nearpod Lesson: Periodic Table', and 'Nearpod Lesson: Molecules'. To the right of the lesson list are three corresponding lesson cards: 'Build an Atom: Atomic Symbols' (featuring a Bohr model), 'Periodic Table' (featuring a periodic table), and 'Molecules' (featuring two water molecules).

NewsELA Integration

- a) Nearpod has partnered with Newsela to incorporate high-interest and relevant leveled texts into Nearpod's signature interactive learning experiences.
- b) Through this partnership, Newsela's multidisciplinary, standards-aligned articles are embedded into 100 ready-to-run Nearpod lessons that leverage Nearpod's signature features such as virtual reality and interactive assessments.

Office 365 Integration

- a) Nearpod allows educators the ability to create interactive lessons and instantly assign and share lessons through single sign-on with Office 365. Integrations with Microsoft One Drive, PowerPoint, Sway, Teams, and other applications are also included.
- b) Teachers today often face issues with fragmentation between edtech tools, and this partnership increases the interoperability between platforms to deliver a user-friendly experience for teachers.
- c) Nearpod users can access files such as images, videos, and PowerPoints, from OneDrive, where students are also able to save their notes within the Nearpod platform.

Alignment to ESOL and World Languages

- a) Nearpod is used by Broward's Developmental Language Arts teachers as well as a number of World Language teachers to scaffold instruction for language learners. With Nearpod's EL content bundle, teachers are able to leverage lessons for Academic Vocabulary, Building Background, Newcomer resources, and delivering alongside core content lessons.

Alignment to Reimagining Middle Grades

- a) Enabling access to specialized live instruction through distance learning across multiple classrooms and schools
- b) Aligning to Social Emotional Learning initiatives such as providing 175+ lessons that build on Social Emotional Learning Skills

Alignment to Applied Learning (Civic Engagement)

- a) Engaging 155 Civic Engagement teachers with opportunities to provide students with background knowledge for current world events in preparation for upcoming debates
- b) Providing standardized curriculum and resources for teachers facilitating enrichment programs during Broward's ALIgn Summer Camps

Alignment to Applied Learning (STEM)

- a) Nearpod will provide for a platform to create standardized content created by the Applied Learning STEM team and allow for distribution and access through the Nearpod District Library
- b) In grades 6-12, Computer Science teachers who are using code.org will be able to integrate their Google Slides to incorporate formative assessments and multimedia experiences within Nearpod



Alignment to School Safety initiatives

- a) Nearpod is offering to leverage our virtual reality capabilities to enhance communication and visualization of best School Safety practices for school admin.

Alignment to K-12 Digital Citizenship and Media Literacy

- a) Nearpod's Digital Citizenship and Media Literacy offering will provide needed ready to teach resources such as Keyboarding, Digital Citizenship, Evaluating Media, Social Media, Technology applications and Coding. This content is age appropriate and relevant to the current world of all students K-12.

Alignment to SEL

- a) Nearpod will be utilized to mobilize SEL initiatives from both a student facing perspective as well as a teacher facing resource. Nearpod's partnership to trusted experts, like the New Teacher Center, has provided professional learning experiences with a focus on Creating Equitable Classrooms, Cultural Influences on Learning, Building Empathy, Emotional Intelligence and more.

Alignment to Career, Technical,Adult Community Education

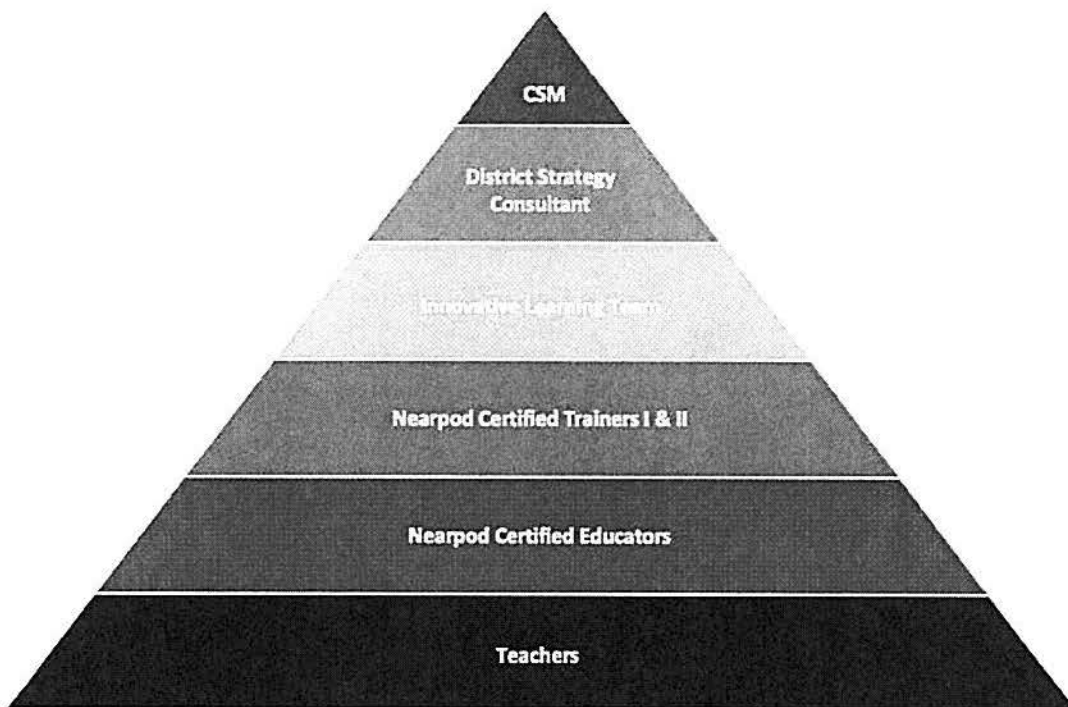
- a) Nearpod provides equal access to experiences through virtual College and Career Explorations to increase exposure to future opportunities. Students will have access to enhanced Virtual Explorations in the 16 Career Clusters as well as College tours, Lifelong learning strategies, and Financial Literacy to prepare them for the world ahead.

Ensuring Your Success

Professional Development Services

Objective - Collaboratively work with Broward County Public Schools to create an implementation plan that will be scalable and sustainable. Additionally, this will create a strategy to support Nearpod beyond the implementation ensuring return on investment with adoption and usage of Nearpod.

Train the Trainer Model



Customer Success Manager (CSM)

The Customer Success Manager is assigned to the account and serves as the Nearpod point of contact to the district for the implementation and throughout the life of the contract. The CSM is responsible for day-to-day interaction activities, documentation, facilitation, scheduling, and district communication. More specifically the CSM will:

- Consult on and help create the district implementation and training plan.
- Coordinate Curriculum Mapping with the district implementation team and curriculum department.
- Provide regular updates to district team on status toward goals.
- Assist in creation and coordination of resources listed below as well as others determined during the engagement.

District Strategy Consultant Services- This role will be responsible for facilitating, consulting, scheduling and overseeing the training and implementation in alignment to the identified user personas. More specifically they will:

- Consult and help create the district training and implementation plan.
- Train the District Innovative Learning Team to complete NCT I & II.
- Provide training consultation to District Innovative Learning team and other NCTs through out the district.
- Coordinate Curriculum Mapping project.
- Provide regular updates to district project team on status towards goals.
- Assist in creation and coordination of resources listed below as well as other determined during the engagement.

Innovative Learning Team Training - Existing team within the district that will be trained as they will be key to the scalable approach for driving adoption and usage of the Nearpod solution.

Nearpod Certified Trainer (NCT) Levels I & II - District resources identified that will deliver trainings at the school and district levels. They will be responsible for delivering districts at their "home" schools. They will also act as the "Nearpod Expert" at their school and will join an elite group that will first be managed through district strategy consultant services. They will serve as the liaison between the schools and the district and will provide not only trainings but support to their teachers and administration at the school level.

Nearpod Certified Educators (NCE)- Teachers who have distinguished themselves as a local Nearpod expert at their school. These teachers will serve as a grade level experts at the school level.

Teachers - the final level that will be utilizing the solution to drive student engagement.

Resources - In addition to onsite, face to face training, additional resources will be created to supplement trainings for users as well as to reinforce after the initial training.

- **Online Nearpod Courses** - available in the lesson library will be lessons that will cover a variety of topics accessible by users.
- **Canvas Courses** - to align with the Canvas solution used within the district today, Nearpod will integrate our lessons to offer courses available for the users.
- **Curriculum Mapping** - will provide curriculum alignment to current curriculum maps to help teachers use Nearpod in conjunction with their current instructional resources.
- **Yammer Group** - an online community that can help answer questions, share innovative ideas and solve problems. We encourage the creation of Yammer Groups aligned with the user personas listed above that can provide this experience.



Sales Order

ATTACHMENT B

Sales Order For
 Daryl Diamond
 The School Board of Broward
 County, Florida
 600 SE 3rd Ave
 Fort Lauderdale, FL, 33301

Nearpod Contact:
 Carlo Amato
 1855 Griffin Rd. Suite A-290
 Dania Beach, FL 33004

Proposed Solution: 1-Year Agreement

Service Start: 08/06/2019 Service End: 07/31/2020

Description	Qty	Total
Nearpod K-12 Lesson Library Over 7,000 K-12 Standards aligned lessons built with research-based instructional models Nearpod EL <ul style="list-style-type: none"> • EL Content Companions • Academic Vocabulary • Newcomer Essentials Nearpod Future Ready Package Nearpod K-12 Digital Citizenship and Literacy <ul style="list-style-type: none"> • Keyboarding • Digital Citizenship • Evaluating Media • Social Media • Technology Applications • Coding Included Promotional Packages: Nearpod K-12 College and Career Exploration Nearpod Social Emotional Learning	Up to 8,000 teachers	\$960,000
Discount		(\$460,000)
Sub Total		\$500,000
Professional Development Services		\$66,300
Total		\$566,300



*Existing contracts will be absorbed once their current term ends.

This proposal is valid until: 08/06/2019.

Service runs from 08/06/2019 until 07/31/2020. The agreed upon price for this timeframe is (USD) \$566,300.

Purchase Orders should be addressed to:

Nearpod, Inc

1855 Griffin Rd. Suite A-290

Dania Beach, FL 33004

Email: support@nearpod.com

or

FAX: +1 305-655-1999

ATTACHMENT C

Privacy Policy

Please read this Privacy Policy carefully before accessing or registering on the Nearpod website, or downloading any of the Nearpod mobile applications or accessing our services through via apps/add-ins (collectively "Nearpod Materials"). You agree to be bound by this Privacy Policy if you use any Nearpod Materials. If you do not agree, then you may not access the Nearpod website or use any of our products or services.

Personally Identifiable Information from Children.

We provide our services to teachers and we do not intentionally collect any personally identifiable information from users under the age of 13. If you are a parent or guardian or teacher and believe that your child or student has provided Nearpod with personally identifiable information, you should notify us at privacy@nearpod.com so that we may immediately delete the information from our servers.

Nearpod is a proud signatory of the [Student Privacy Pledge](#).

Privacy Shield Privacy Practices and the GDPR

Nearpod complies with the EU-US Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the US Department of Commerce and the provisions of the European General Data Protection Regulation ("GDPR") regarding the collection, use, and retention of personal information from European Union, Switzerland and the United Kingdom to the United States. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. Nearpod has certified to the Department of Commerce that it adheres to these Privacy Shield Privacy Principles. To learn more about the Privacy Shield program, and to view Nearpod's certification, visit www.privacyshield.gov. With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Nearpod is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. For purposes of Article 14(2) of the GDPR, Nearpod relies on the following lawful basis for processing Personal Data: consent, compliance with law and legitimate interest. Nearpod and the Nearpod Materials comply with applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA).

What types of information do we collect?

Information you provide to us:

During the Nearpod sign-up process as a teacher, you may be asked to provide some basic information such as your first and last name, email address, school, grade level, password, role, and a profile photo. In addition, for paid accounts, we retain the first and last name and the last four digits of the credit card used. When students access a Nearpod lesson, they are provided a 5-digit CODE by their teacher. Students do not need to create a Nearpod account or provide Nearpod with any personally identifiable information to access a Nearpod lesson. For identification to the teacher, we recommend students enter a first name and last initial, or a nickname, when accessing a Nearpod presentation. This information will be kept private and will not be shared with any third party.

Information collected automatically:

We may automatically receive information from your device when you use Nearpod. For students, this information is not personally identifiable information. For example, we may receive the duration of time you spend on Nearpod, the type of device you're using, a device identifier, the version of the Nearpod application on mobile devices, device event information like crashes, hardware settings, date and time information, and actions performed by you while visiting our website or application. For Nearpod Materials account holders, in addition to the items in the previous sentence, we also collect the IP address.

On our website, we do not collect any kind of personally identifiable information through the use of cookie technology or IP numbers that track the audience. In HTML e-mails that we may send you, we may use technical methods for a number of purposes, including determining whether you have opened or forwarded those e-mails and/or clicked on links in those e-mails. These technical methods may enable us to collect and use information in a form that is personally identifiable.

Does Nearpod share information with third parties?

Nearpod will not use any personally identifiable information to advertise or market third party services to its users, and does not sell or rent such information. We do use the information you provide to us to improve our offerings and to provide you with the best possible experience on Nearpod. We may share the IP address that we automatically collect with various third parties. If you want to limit the third parties who receive your information, use it, or disclose it, or obtain more information on removing your information, please see our [Privacy FAQ](#).

We may also share your personally identifiable information with law enforcement officials, or other third parties, when we are compelled to do so by a subpoena, court order, or similar legal procedure. In

addition, we may share personally identifiable information if we believe in good faith that the disclosure of such information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, to investigate violations of our Terms and Conditions or to the extent necessary to meet national security requirements. If we sell or otherwise transfer part or all of our business or assets to another organization, such as in the course of an acquisition, merger, bankruptcy or liquidation, we may transfer your personally identifiable information. In such an event, we will endeavor to require the buyer or transferee to agree to our commitments provided in this Privacy Policy.

Nearpod shall ensure that a contract is in place between it and any third party entity or agent that participates in an onward transfer of Personal Data. The contracts specify that such Personal Data may only be processed for limited and specified purposes consistent with the consent provided by the individual and that the recipient will provide the same level of protection as stated in the Principles. Nearpod remains liable for the acts and omission of its third party agents.

How does Nearpod protect information you provide to us?

We have implemented and maintain information technology security measures designed to protect personally identifiable information from unauthorized disclosure to or access by a third party. Your account and associated information is protected by a password, which you should keep secret at all times. We encrypt password information stored in our databases. Although we make concerted efforts to protect personally identifiable information and maintain security, it is not 100% guaranteed. Outages, attacks, unauthorized use, or other factors may compromise the security of user information at any time. In the event of a security breach, we will notify you by posting on Nearpod and notifying you by email using the email address on your account. For EU residents, notification to the Nearpod Supervisory Authority shall be made within 72 hours of Nearpod becoming aware of such breach.

In addition, Nearpod uses personal information only in ways that are compatible with the purposes for which it was collected or subsequently authorized by the individual. Nearpod takes reasonable steps to ensure that personal information is relevant to its intended use, accurate, complete and current.

Nearpod and Nearpod Materials may offer conversation pages, chat rooms, social community environments, profile pages, as well as other interactive features in which you may provide us with your submissions. If you provide personally identifiable information when you use any of these features, that personal information shall be posted on the Nearpod Materials. You are responsible for your communications, and are responsible for the consequences of their posting. Further, during the

registration process, Nearpod will ask you to create a “username” to be used to access your account and the features of Nearpod and Nearpod Materials. Should you choose to post to the Nearpod Materials, make comments, give feedback, or provide us with other types of submissions (“collectively, “Submissions”), Nearpod may use your username to identify or credit you as the source of such Submissions.

If you choose to delete your Nearpod account, the information associated with your account will be deleted. Please contact privacy@nearpod.com to delete your account. We will respond to all requests promptly but no later than 14 days.

Data Ownership

The Nearpod account owner is the owner of any data, including student Content, submitted through the Nearpod Materials. Nearpod retains a perpetual, irrevocable, worldwide, sublicensable and transferable right to use, publish, display, modify and copy anonymized Content. For the avoidance of doubt, such anonymized Content shall not include any personally identifiable information.

Newsletters

Nearpod may offer e-mail newsletters to the user in charge of implementing Nearpod. By registering for Nearpod, you may receive occasional emails about your account or about updates to the platform. You may unsubscribe from these emails at any time.

Accounts provided to you as part of a School or District License.

If your Nearpod account was provided to you by your school or district, then your account may be managed by a school or district administrator who may have access to all of your Nearpod account information including – but not limited to – all your presentations and reports. In addition, your school or district administrator may be able to:

- Change your password.
- Suspend or terminate access to your account.
- View statistics regarding the use of your account.
- Access, delete or copy your presentations and reports and any other information stored as part of your account.

How you can access, change, or delete personally identifiable information or limit the use and disclosure?

You can contact us to access, change, or remove any personally identifiable information that we have collected from you by sending an e-mail to privacy@nearpod.com Please include your username and e-mail address so that we can better assist you with your inquiry or request. Please be advised that: (i) requesting the removal of or not providing personally identifiable information may result in the termination, removal, or blocking of your account, registration, or access to the Nearpod Materials; and (ii) changing personally identifiable information may affect your use of the Nearpod Materials including the correctness of any results. Once you request a change or removal of your personally identifiable information or your account, we can give you no assurances that such information or account may be retrieved or reopened in the future.

How do we enforce this Policy?

Nearpod conducts self-assessed compliance audits of its relevant privacy practices to verify adherence to this Policy. Any employee that Nearpod determines is in violation of this policy will be subject to disciplinary action.

In compliance with the Privacy Shield Principles and GDPR, Nearpod commits to resolve complaints about our collection or use of your personal information. EU residents with inquiries or complaints regarding our Privacy Shield policy should first contact Nearpod at:

- Chief Privacy Officer: Guido Kovalskys
- 1855 Griffin Road, A-290
- Dania Beach, FL 33004
- privacy@nearpod.com

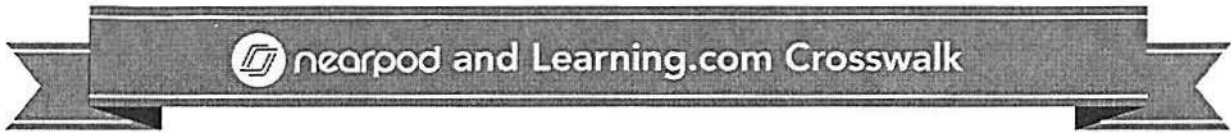
If an issue cannot be resolved by Nearpod's internal dispute resolution mechanism, Nearpod has chosen JAMS to be its independent recourse mechanism for Privacy Shield. Nearpod agrees to be bound by any decision of JAMS. Individuals may contact JAMS at <https://www.jamsadr.com/eu-us-privacy-shield> to address complaints. More information about JAMS is available at <https://www.jamsadr.com>. Further, If Nearpod does not resolve the complaint, you can submit the matter to binding arbitration to a single arbitrator of the Privacy Shield Panel. The remedies from this arbitration are limited to individual-specific, non-monetary equitable relief (such as access, correction, deletion, or return of the individual's data in question) necessary to remedy the violation of the Principles only with respect to the individual.

In addition, you may contact our European Data Supervisory Authority: Ireland Data Protection Commissioner; Canal House, Station Road, Portarlinton. R32 AP23. www.dataprotection.ie

Will there be changes to our Privacy Policy?

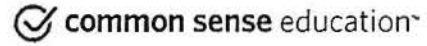
We expect to amend our Privacy Policy from time to time as we change the registration procedure, possibly introduce or alter our offerings, change levels of user participation, or release new features. We will notify you of any updates by posting on Nearpod.

Nearpod retains the right in its sole discretion to remove or delete, temporarily or permanently, any and all information, including personally-identifiable and non-personally identifiable profile and registration information, Submissions, and any other information collected from or provided by you during and after installing Nearpod. Please note that, at all times, you should update your personal information to provide us with current e-mail addresses.



Nearpod's Digital Citizenship & Literacy series provides the most comprehensive supplemental curriculum to meet your digital literacy needs. With 300+ K-12 lessons built in partnership with Common Sense Education and CodeMonkey, build 21st century skills around computer science topics including digital citizenship, coding, applications of technology, and media literacy.

Featuring



SCOPE AND SEQUENCE OVERVIEW

Keyboarding and Computer Fundamentals

● = Offered by Nearpod & Learning.com ● = Offered by Nearpod

TOPIC	K	1	2	3	4	5	6	7	8	9	10	11	12
Computer Fundamentals	●	●	●	●	●	●	●	●	●	●	●	●	●
File Management	●	●	●	●	●	●	●	●	●	●	●	●	●
Keyboarding	●	●	●	●	●	●	●	●	●	●	●	●	●

Technology Apps, Multimedia, and Presentations

TOPIC	K	1	2	3	4	5	6	7	8	9	10	11	12
Visual Mapping	●	●	●	●	●	●	●	●	●	●	●	●	●
Multimedia	●	●	●	●	●	●	●	●	●	●	●	●	●
Word Processing	●	●	●	●	●	●	●	●	●	●	●	●	●
Presentations	●	●	●	●	●	●	●	●	●	●	●	●	●
Spreadsheets	●	●	●	●	●	●	●	●	●	●	●	●	●
Databases	●	●	●	●	●	●	●	●	●	●	●	●	●
Internet Usage & Online Communication	●	●	●	●	●	●	●	●	●	●	●	●	●
Emerging Technologies							●	●	●	●	●	●	●

Computational Thinking and Coding

TOPIC	K	1	2	3	4	5	6	7	8	9	10	11	12
Computational Thinking	●	●	●	●	●	●	●	●	●	●	●	●	●
Coding	●	●	●	●	●	●	●	●	●	●	●	●	●
Web Development (CSS, HTML, JavaScript)										●	●	●	●
UX Responsible Design										●	●	●	●

Online Safety, Digital Citizenship, and Internet Usage

TOPIC	K	1	2	3	4	5	6	7	8	9	10	11	12
Online Safety & Digital Citizenship	●	●	●	●	●	●	●	●	●	●	●	●	●
Internet Usage & Online Communication	●	●	●	●	●	●	●	●	●	●	●	●	●
Media Balance & Well-Being	●	●	●	●	●	●	●	●	●	●	●	●	●
News & Media Literacy	●	●	●	●	●	●	●	●	●	●	●	●	●



SSO, Launch content directly from Canvas, Gradebook integration with SpeedGrader



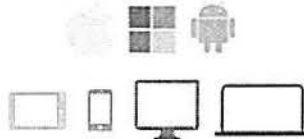
SSO, Sync Student Notes with One Note, Upload content from OneDrive



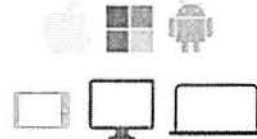
SSO, Launch content directly from Canvas, Gradebook integration

Integration + Access

Compatible with:



Compatible with:



Nearpod lessons can be launched in **live, teacher-paced** or **student-paced** modes



Deliver **synchronously** across devices, increasing student collaboration & real-time feedback loop with the teacher



Deploy **asynchronously** through Canvas playlists

Learning.com offers fixed lessons that cannot be customized



Deliver **asynchronously**

Lesson Delivery + Features

Customize Nearpod lessons with a variety of formative assessment and content activities to meet the needs of all students:






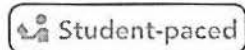












An Integrated Approach

Apply digital literacy skills to 7,000+ ready-to-run K-12 lessons in all subject areas




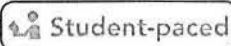


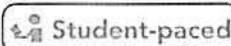








Dedicated collections address needs such as Digital Citizenship & Literacy, Social & Emotional Learning, College & Career Explorations, and English Learners

Apply digital literacy skills to 54 ready-to-run K-8 lessons in ELA, math, science, and social studies




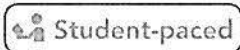
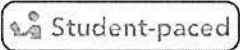

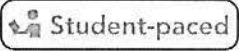







TECHNOLOGY INTEGRATION MATRIX (TIM): ACTIVE LEARNING

	<p>ENTRY The teacher begins to use technology tools to deliver curriculum content to students.</p>	<p>ADOPTION The teacher directs students in the conventional and procedural use of technology.</p>	<p>ADAPTATION The teacher facilitates students in exploring and independently using technology.</p>	<p>INFUSION The teacher provides the learning context and the students choose the technology.</p>	<p>TRANSFORMATION The teacher encourages the innovative use of technology tools. Technology tools are used to facilitate higher order learning activities that may not have been possible without the use of technology.</p>
<p>ACTIVE LEARNING Students are engaged in using technology as a tool rather than passively receiving information from the technology.</p>	<p>ACTIVE ENTRY Information passively received</p>	<p>ACTIVE ADOPTION Conventional, procedural use of tools</p>	<p>ACTIVE ADAPTATION Conventional independent use of tools; some student choice and exploration</p>	<p>ACTIVE INFUSION Choice of tools and regular, self-directed use</p>	<p>ACTIVE TRANSFORMATION Extensive and unconventional use of tools</p>
<p>IN NEARPOD YOU COULD</p>	<p>Upload existing lessons</p>  <p>Synchronize and control lessons across all student devices</p>  <p>Launch lessons in student-paced mode</p> 	<p>See concepts brought to life with video and other engaging media</p>  <p>Embed interactive assessments into the context of lesson</p>  <p>Push students to reflect and collaborate on their learning</p> 	<p>Have students explore websites and other interactive media to transform direct instruction.</p>  <p>Create concept maps and other complex and creative representations of knowledge</p>  <p>Use collaborative poll results to facilitate discussions</p>	<p>Apply knowledge in real world-context with virtual reality.</p>  <p>Wrestle with dynamic simulations to proactively discover important insights</p>  <p>Use research lessons to form questions and build background knowledge empowering students to conduct research independently</p>	<p>Push students to creatively apply knowledge with PBL activities</p>  <p>Customize store lessons to build opportunities for creative student production by incorporating web content and applications</p>
<p>RELEVANT CONTENT</p>	<p>All of our lessons include interactive features that align with:</p> <p>ADOPTION ADAPTATION INFUSION TRANSFORMATION</p>				<p>All lessons are customizable so you can build Transformation tasks into lessons.</p> 




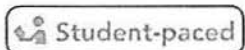





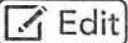
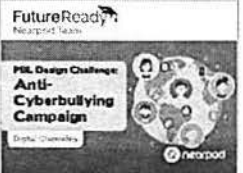




TECHNOLOGY INTEGRATION MATRIX (TIM): COLLABORATIVE LEARNING

	ENTRY The teacher begins to use technology tools to deliver curriculum content to students.	ADOPTION The teacher directs students in the conventional and procedural use of technology.	ADAPTATION The teacher facilitates students in exploring and independently using technology.	INFUSION The teacher provides the learning context and the students choose the technology.	TRANSFORMATION The teacher encourages the innovative use of technology tools. Technology tools are used to facilitate higher order learning activities that may not have been possible without the use of technology.
COLLABORATIVE LEARNING Students use technology tools to collaborate with others rather than working individually at all times.	COLLABORATIVE ENTRY Individual student use of tools	COLLABORATIVE ADOPTION Collaborative use of tools in conventional ways	COLLABORATIVE ADAPTATION Collaborative use of tools; some student choice and exploration	COLLABORATIVE INFUSION Choice of tools and regular use for collaboration	COLLABORATIVE TRANSFORMATION Collaboration with peers and outside resources in ways not possible without technology
IN NEARPOD YOU COULD	Upload existing lessons  Synchronize and control lessons across all student devices  Launch lessons in student-paced mode 	Have students work together on traditional assessments  Synchronize media experiences so students explore together  Launch multiple student-paced lessons for students to work through collaboratively in small groups 	Facilitate inclusive student-led discussion by leveraging crowdsourced responses  Customize lessons from store to incorporate web-based collaborative applications 	Apply knowledge from lessons to work collaboratively using Microsoft applications  Build background knowledge for navigating collaborative technology, so students can apply on future projects	Facilitate elaborate group projects for students to collaborate on with PBL activities  Customize store lessons to provide open-ended extension opportunities for students to create tech-based products
RELEVANT CONTENT	All of our lessons include interactive features that align with: ADOPTION ADAPTATION INFUSION TRANSFORMATION				All lessons are customizable so you can build Transformation tasks into lessons. 




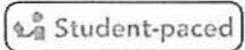




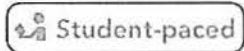










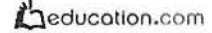
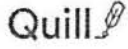




TECHNOLOGY INTEGRATION MATRIX (TIM): CONSTRUCTIVE LEARNING

	ENTRY The teacher begins to use technology tools to deliver curriculum content to students.	ADOPTION The teacher directs students in the conventional and procedural use of technology.	ADAPTATION The teacher facilitates students in exploring and independently using technology.	INFUSION The teacher provides the learning context and the students choose the technology.	TRANSFORMATION The teacher encourages the innovative use of technology tools. Technology tools are used to facilitate higher order learning activities that may not have been possible without the use of technology.
CONSTRUCTIVE LEARNING Students use technology tools to connect new information to their prior knowledge rather than to passively receive information.	CONSTRUCTIVE ENTRY Information is delivered to students	CONSTRUCTIVE ADOPTION Guided, conventional use for building knowledge	CONSTRUCTIVE ADAPTATION Independent use for building knowledge; some student choice and exploration	CONSTRUCTIVE INFUSION Choice and regular use for building knowledge	CONSTRUCTIVE TRANSFORMATION Extensive and unconventional use of technology tools to build knowledge
IN NEARPOD YOU COULD	Upload existing lessons  Synchronize and control lessons across all student devices  Launch lessons in student-paced mode 	Launch mini student paced lessons to deploy as skill building practice.  Leverage videos VR, and other dynamic media to engage students and create connections to abstract concepts 	Launch multiple student-paced lessons simultaneously to provide differentiated opportunities for skill-building practice.  Provide opportunities for students to reconcile conflicting information across diverse sources 	Encourage students to explore and manipulate dynamic simulations to generate meaningful insights  Apply knowledge in real world context at a high level 	Demonstrate ownership of knowledge by having students create tech-based solutions that address issues in their community
RELEVANT CONTENT	All of our lessons include interactive features that align with: ADOPTION ADAPTATION INFUSION TRANSFORMATION				All lessons are customizable so you can build Transformation tasks into lessons. 

TECHNOLOGY INTEGRATION MATRIX (TIM): AUTHENTIC LEARNING

	ENTRY The teacher begins to use technology tools to deliver curriculum content to students.	ADOPTION The teacher directs students in the conventional and procedural use of technology.	ADAPTATION The teacher facilitates students in exploring and independently using technology.	INFUSION The teacher provides the learning context and the students choose the technology.	TRANSFORMATION The teacher encourages the innovative use of technology tools. Technology tools are used to facilitate higher order learning activities that may not have been possible without the use of technology.
AUTHENTIC LEARNING Students use technology tools to link learning activities to the world beyond the instructional setting rather than working on decontextualized assignments	AUTHENTIC ENTRY Use is unrelated to the world outside of the instructional setting	AUTHENTIC ADOPTION Guided use in activities with some meaningful context	AUTHENTIC ADAPTATION Independent use connected to students' lives; some student choice and exploration	AUTHENTIC INFUSION Choice of tools and regular use in meaningful activities	AUTHENTIC TRANSFORMATION Innovative use for higher order learning activities in a local or global context
IN NEARPOD YOU COULD	Upload existing lessons  Synchronize and control lessons across all student devices  Launch lessons in student-paced mode 	Have students use websites videos and other engaging media to transform direct instruction  Embed reference media into interactive assessments such as defining academic vocabulary in context. 	Connect abstract concepts to real world applications by exploring in virtual reality.  Transform delivery of content by having students manipulate dynamic multimedia simulations 	Use a lesson to build background knowledge so students to can leverage technology to carry out their own research projects  Push students to apply knowledge in real world context at their own pace and depth.	Customize one of the store lessons to add on a tech-based extension opportunity for your students.  Push students to creatively apply knowledge with PBL activity. 
RELEVANT CONTENT	All of our lessons include interactive features that align with: ADOPTION ADAPTATION INFUSION TRANSFORMATION				All lessons are customizable so you can build Transformation tasks into lessons. 

TECHNOLOGY INTEGRATION MATRIX (TIM): GOAL DIRECTED LEARNING

	ENTRY The teacher begins to use technology tools to deliver curriculum content to students.	ADOPTION The teacher directs students in the conventional and procedural use of technology.	ADAPTATION The teacher facilitates students in exploring and independently using technology.	INFUSION The teacher provides the learning context and the students choose the technology.	TRANSFORMATION The teacher encourages the innovative use of technology tools. Technology tools are used to facilitate higher order learning activities that may not have been possible without the use of technology.
GOAL DIRECTED LEARNING Students use technology tools to set goals, plan activities, monitor progress, and evaluate results rather than simply completing assignments without reflection.	GOAL DIRECTED ENTRY Information passively received	GOAL DIRECTED ADOPTION Conventional, procedural use of tools	GOAL DIRECTED ADAPTATION Conventional independent use of tools; some student choice and exploration	GOAL DIRECTED INFUSION Choice of tools and regular, self-directed use	GOAL DIRECTED TRANSFORMATION Extensive and unconventional use of tools
IN NEARPOD YOU COULD	Upload existing lessons  Synchronize and control lessons across all student devices  Launch lessons in student-paced mode 	Gauge student confidence levels at the beginning and end of lessons   Measure mastery with CFU's aligned to rigor of objectives   Monitor engagement throughout the lesson	Launch multiple student-paced mini lessons to serve as differentiated exit-tickets  Have students self-reflect directly on rubrics  Provide multiple diverse assessments to measure understanding in different ways.	Embed pre-and-post assessments into a unit of lessons taught in sequence and reflect on patterns Integrate Nearpod with your LMS   Track progress through embedded interactive web-based assessments	Sync student notes with OneDrive to allow students to maintain a running journal  
RELEVANT CONTENT	All of our lessons include interactive features that align with: ADOPTION ADAPTATION INFUSION TRANSFORMATION	   	    	 	All lessons are customizable so you can build Transformation tasks into lessons. 