



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-07-21 10:05 - Regular School Board 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

ITEM No.:
EE-10.

TITLE:
Recommendation to Approve Agreement - FY21-119 - Interactive Learning Experiences Software (Nearpod)

REQUESTED ACTION:
Approve the recommendation for the above Agreement. Contract Term: August 1, 2020 through July 31, 2021, One (1) Year, with an option to renew for two (2) additional one (1) year renewal periods; 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 CARES Act. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

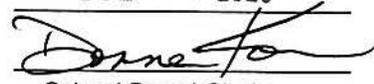
EXHIBITS: (List)
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement (4) Exhibit 1 (5) Exhibit 2 (6) Survey

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

Approved In Open Board Meeting On: **JUL 21 2020**
By: 
School Board Chair

Signature
Maurice Woods
7/14/2020, 2:33:03 PM

EXECUTIVE SUMMARY

Recommendation to Approve Agreement FY21-119 – Interactive Learning Experiences Software (Nearpod)

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the new agreement between Nearpod Inc. and The School Board of Broward County, Florida (SBBC), for one (1) year, starting August 1, 2020 through July 31, 2021, with an option to renew for two (2) additional one (1) year periods. Nearpod's instructional software is an online learning application modernizing traditional instruction. It 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 on-going 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.

Nearpod is available to all Broward County Public Schools (BCPS) teachers and students via the Clever Launchpad. Nearpod partners with Elementary and Secondary Learning to align their product with the scope and sequences for elementary, middle, and high school courses. The use of this product allows the teacher to seamlessly integrate highly engaging instructional activities for students during the COVID-19 quarantine and future distance learning activities. Nearpod's Learning Tool Integration allows teachers to create Canvas assignments for students to work within the Nearpod platform, and for each student's Nearpod report to be passed back to Canvas. Teachers then have the option to provide specific feedback and assign a grade via Speedgrader. This grade can then be passed into Pinnacle through a single click.

Nearpod Use

Currently, with moving to Distance Learning since March 13, 2020, the District has exceeded the eight thousand (8,000) licenses that were expected to use this past school year. BCPS teachers are now using Nearpod to create and deliver student lessons in BCPS. They can select content from over eight thousand (8,000) customizable, standards-aligned lessons for all subject areas and grade levels. Although Innovative Learning is bringing this product forward specifically for its Digital Citizenship and Keyboarding components, Nearpod lessons are used throughout the District in a variety of departments: Applied Learning (Civic Engagement), ESOL and World Languages (English Language Learners), and Career, Technical, Adult and Community Education (CTACE). With this Agreement, teachers will continue to have access to all content described in Table 1 below.

Table 1

Component	Description
<p><u>Nearpod Lesson Library</u> Teachers can transform instruction with eight thousand plus (8,000+) customizable, standard-aligned lessons for all K-12 subject areas. Usage drives deeper learning with rigorous content from well-known publishers in all academic areas.</p> <p><u>K-12 Lesson Library 2019-2020 Use Statistics</u> More than nine hundred eighty-seven thousand (987,000) students join during this school year.</p>	<ul style="list-style-type: none"> • Designed in partnership with respected publishers and built on research-based instructional models such as Release of Responsibility, BCPS Secondary Science’s Adopted 5e Model, and Universal Design for Learning. • Lessons are easily integrated into Canvas via LTI with grade passback functionality. • Lessons are easily searchable by standard, resource type, and grade level to align with instructional needs. • Lesson structure provides teachers with the ability to perform formative assessments during the delivery of the lesson. • Students maintain the ability to view lessons multiple times when embedded within the Canvas Learning Management System.
<p><u>Digital Citizenship& Literacy (DCL)</u> K-12 lessons that empower students to use technology safely, responsibly, and effectively with Nearpod’s Digital Citizenship and Literacy supplemental curriculum.</p> <p><u>(DCL) 2019-2020 Use Statistics</u> More than one hundred forty-six thousand (146,000) students join during this school year.</p>	<ul style="list-style-type: none"> • Keyboarding skills instruction through a Typsey partnership. • 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 plus (400+) learning experiences. • Always accessible to students through the Learning Never Closes initiative. • K-5 lessons adapted with voiceovers to empower students to use technology safely, responsibly, and effectively at home during COVID-19 school closures.
<p><u>College and Career Exploration (CCE)</u> K-12 lessons that increase access and exposure to college and career opportunities as students explore college pathways and career clusters.</p> <p><u>(CCE) 2019-2020 Use Statistics</u> More than four thousand three hundred thirty (4,330) students join during this school year.</p>	<ul style="list-style-type: none"> • 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. Students can experience virtual college visits and take trips to special career sites safely from wherever they are. • Two hundred plus (200+) learning experiences for college and career pathways. • Series Components Include career exploration, college exploration, lifelong learning strategies, financial literacy.

<p><u>Nearpod SEL</u> – K-12 lessons help teachers to build students’ social and emotional skills in the classroom.</p> <p><u>(Nearpod SEL) 2019-2020 Use Statistics</u> More than twelve thousand seven hundred sixty (12,760) students join during this school year.</p>	<ul style="list-style-type: none"> • One hundred fifty plus (150+) learning experiences built from CASEL’s leading framework to facilitate student development of SEL competencies. • SEL in Action: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision Making. • SEL in Digital Life: Integrity, Self-Control, Humanity, Courage. • Growth Mindset Practices: Taking Responsible Risks, Metacognition, Thinking Flexibly, Persistence. • Lifelong Learning Strategies: Goal Setting, Balancing Obligations, Time Management, Critical Thinking. • Mindful Moments: Brain Breaks, Mindfulness Exercises, Metacognitive Reflections.
<p><u>Nearpod for EL</u> K-12 lessons designed to support English Language Learners through scaffolded access to rigorous, grade-level learning experiences and language instruction</p> <p><u>(Nearpod EL) 2019-2020 Use Statistics</u> More than fifty-seven thousand (57,000) student joins for this school year.</p>	<ul style="list-style-type: none"> • Built-in partnership with many of SBBC's favorite Nearpod publishing partners. • One thousand plus (1000+) learning experiences. • Lessons infused with multiple media resources to support the English Language Learner • Newcomer Essentials: Survival Language for Situational, Real World Moments, Interactive Virtual Reality Field Trips that help students acclimate to their school and community. • EL Content Companions: Lessons to support Reading, Math, Science, and Social Studies, Embedded SEL Moments & Metacognitive Reflections, Integrated Language Objectives. • Academic Vocabulary: four hundred (400) Academic Vocabulary Terms, Real World Connections to Represent Abstract Vocabulary, Opportunities to Model Language Usage in Small and Whole Group Settings. • Grammar: Grammar and Syntax for all levels of English Learners, Skills Practice for Effective Communication.

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. Table 2 below illustrates the expansion of use across schools and departments over the past four (4) years.

**Recommendation to Approve Agreement
 FY21-119 – Interactive Learning Experiences Software (Nearpod)
 July 21, 2020 Board Agenda
 Page 4**

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.
	<ul style="list-style-type: none"> • Requested and continued use by BCPS District Departments: Applied Learning (Civic Engagement), Bilingual/ESOL, CTACE, Elementary Learning, Equity & Diversity, Innovative Learning, and Secondary Learning • Curriculum alignment and support for forty-five (45) BCPS courses ranging from grades K-12 and across all content areas. • Customized Digital Citizenship lessons for K-12 students to use during COVID-19 learn from home procedures. • BCPS Teachers downloaded more than one hundred sixty-three thousand (163,000) lessons from the Nearpod library, created more than twenty-eight thousand (28,000) lessons, and logged more than five hundred ninety-four thousand (594,000) student joins via the Nearpod-Canvas integration. • Innovative Learning and Nearpod sponsored more than thirty (30) professional development opportunities for teachers, administrators, and school counselors through site-based learning events and online Canvas instruction.

Student Achievement and Engagement Data to Date

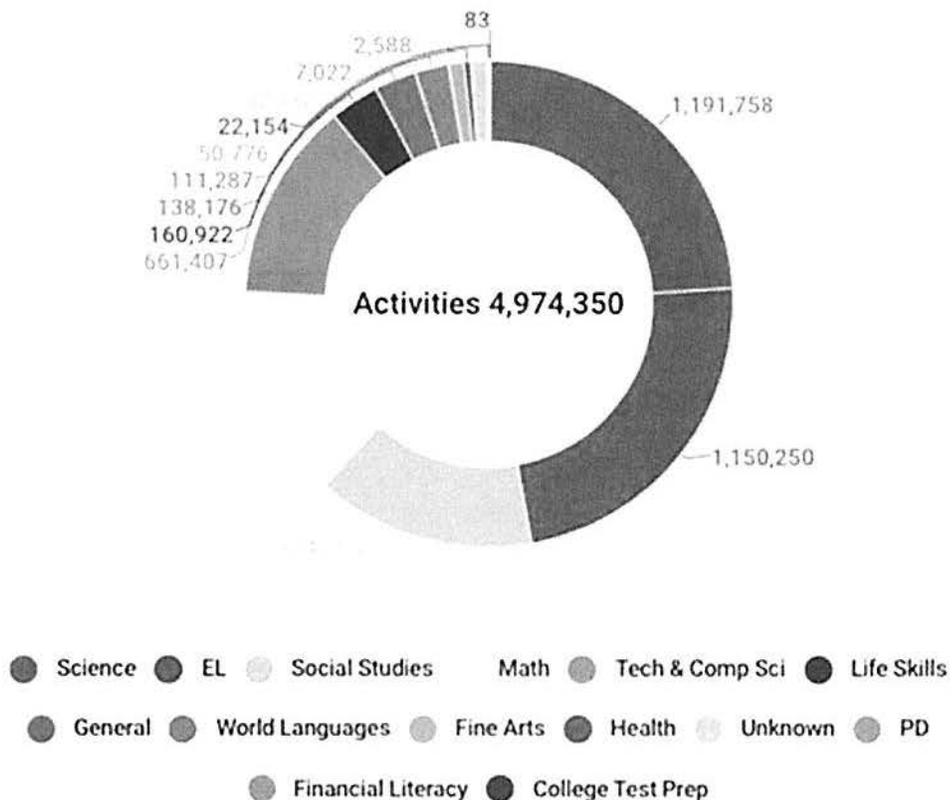
1. Increasing Broward Student Engagement

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 teacher’s instruction to better differentiate for the diverse learners in the classroom. Student interactions are defined as the number of times students answered a quiz, poll, open-ended question, draw-it, or matching pair activity within a lesson.

Student Interactions by Type

Nearpod Quiz	1,978,082
Nearpod Poll & Open-Ended Question	1,820,121
Nearpod Draw-It Activity	954,844
Nearpod Matching Pairs Activity	185,938

Student Interactions by Subject Area

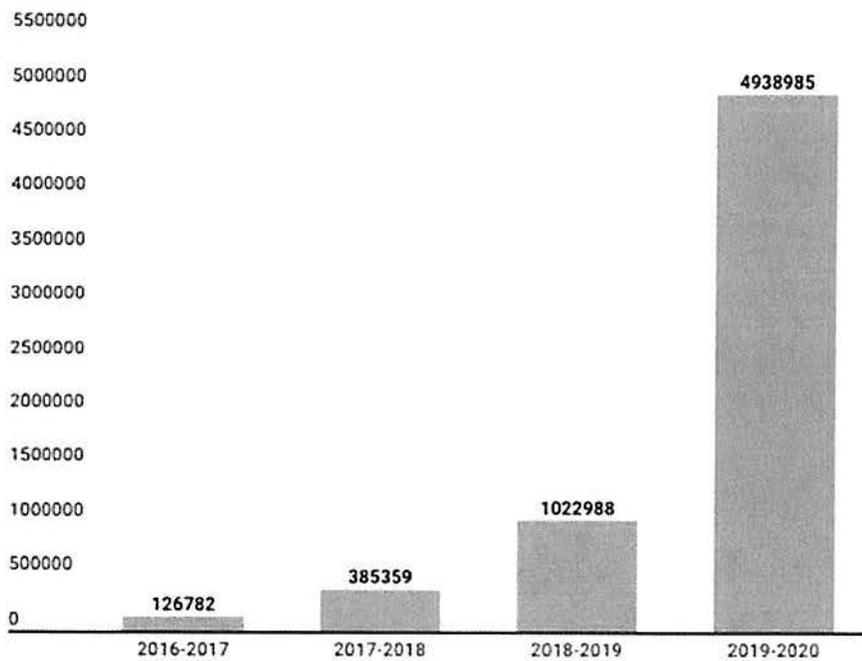


2. Broward and Nearpod Student Engagement Year Over Year (YOY) Growth

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

YoY Growth of Student Engagement Activities Completed

Student Interactions



Recommendation to Approve Agreement
FY21-119 – Interactive Learning Experiences Software (Nearpod)
July 21, 2020 Board Agenda
Page 7

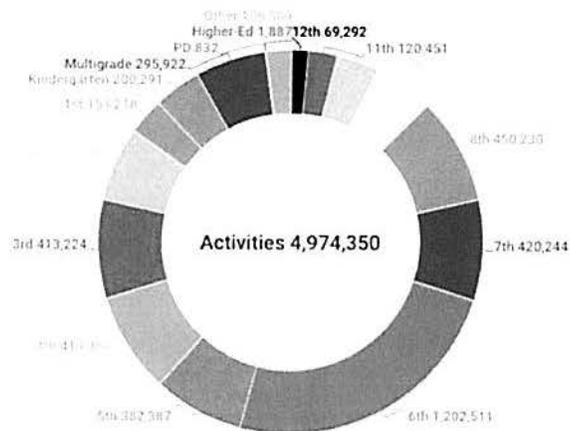
More than two hundred twenty-five (225) Broward Schools used Nearpod during the 2019-2020 school year. The top ten (10) Schools and use by grade level are shown below.

Top 10 Schools by Use

- Gator Run Elementary
- Westglades Middle
- Gulfstream Academy of Hallandale Beach
- Forest Glenn Middle
- Margate Middle
- Meadowbrook Elementary
- New Renaissance Middle
- Glades Middle
- Eagle Point Elementary
- Discovery Elementary

Activity by Grade Level

Student Interactions



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 to connectors.

- **Creator** – Transform existing PowerPoints through an instant upload from their Microsoft One Drive with twenty-five plus (25+) Nearpod activity types, including access to over three hundred fifty-thousand (350,000) virtual reality trips.
- **Curators** – Model effective digital lesson delivery with eight thousand plus (8,000+) 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.
- **Connectors** – Deliver high-quality, engaging lessons at the front of the classroom or virtually through Microsoft Teams integration.

Since August 2019



594,000 student joins through Canvas



51,400+ lessons launched by Broward teachers



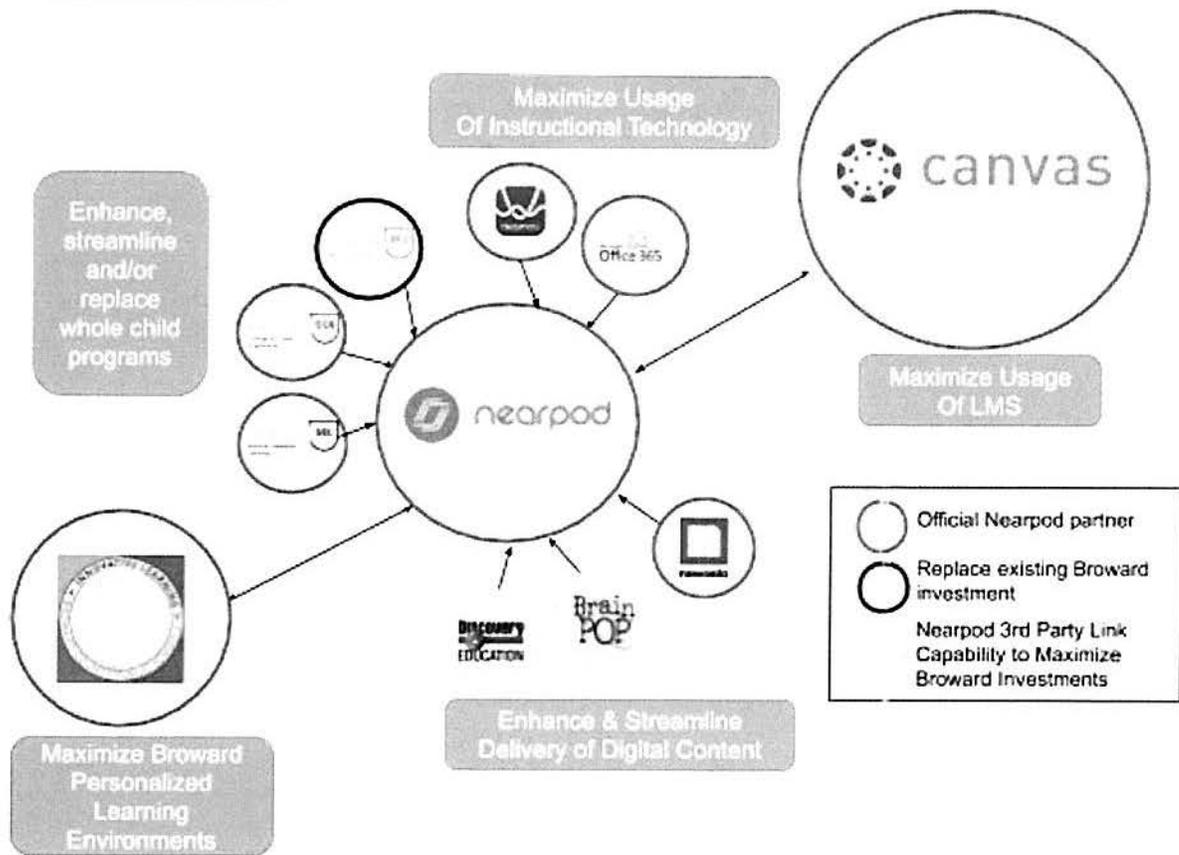
Over 100 Digital Citizenship, Keyboarding, and CTE lessons customized for Broward



Over 450 Broward educators pursued Nearpod Certification status on their own time

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 the 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 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.

Recommendation to Approve Agreement
FY21-119 – Interactive Learning Experiences Software (Nearpod)
July 21, 2020 Board Agenda
Page 10

Procurement Method
Responsible: PWS

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

Financial Impact

The spending authority being requested is \$566,300, as detailed below. Funding will be taken from the CARES Act.

Description	Qty	Total
<p>Nearpod K-12 Lesson Library Over seven thousand (7,000) K-12 Standards-aligned lessons built with research-based instructional models.</p> <p>Nearpod EL</p> <ul style="list-style-type: none"> • EL Content Companions • Academic Vocabulary • Newcomer Essentials <p>Nearpod Future Ready Package Included Promotional Packages: Nearpod K-12 College and Career Exploration Nearpod Social-Emotional Learning</p>	Up to 8,000 teachers	\$960,000
Discount		(\$460,000)
Sub Total		\$500,000
Curriculum Alignment Service		\$66,300
Total		\$566,300

The previous agreement FY20-111 started on August 6, 2019 through July 31, 2020, with an approved spending authority of \$566,300. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

AGREEMENT

2020, by and between THIS AGREEMENT is made and entered into as of this 21st day of July.

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, Florida 33004

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

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

WHEREAS, Rule 6A-1.012, 11(b) and 14, Florida Administrative Code and School Board Policy 3320, Section II, H, waive the requirement of competitive solicitation for the purchase of any type of copyrighted materials, instructional materials, and computer software.

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 are 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 commences on August 1, 2020 and concludes on July 31, 2021. The term of the Agreement may be extended for two (2) additional one year periods, by mutual agreement between SBBC and VENDOR.

2.02 **Description of Goods or Services Provided.** Description of goods and/or services are 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 and further described in **Attachment B**:

(a) Five Hundred Thousand Dollars and 00/00 Cents (\$500,000.00), on or after August 1, 2020.

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

(c) If this Agreement is amended in writing and approved by both parties to add any additional licenses, the price for such additional licenses will remain Sixty-two Dollars and 50/100 Cents (\$62.50) per teacher for the same products, features, and 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 Name and First Initial)	Manually by student when joining session	Generate post session reports
Student 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 Agreement with NEARPOD INC.

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 years 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.

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 years 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 either intentionally or negligently violates the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section survives the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **SBBC Disclosure of Employee Records.**

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

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

(b) VENDOR will utilize employee's records 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 workspace 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. Suite A-290
Dania Beach, Florida 33004

With a Copy to: Nearpod Inc. – Legal Department
Attn: Natali Barski-Meyman, Esq.
1855 Griffin Rd. Suite A-290
Dania Beach, Florida 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) Technical/Errors & Omissions. VENDOR shall maintain Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per claim 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 are 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, if 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, if 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. 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 is binding upon and inures 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.** If 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 will not affect the remaining portions of this Agreement and the same will 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county or municipal governing bodies, 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]

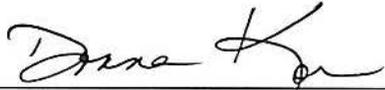
FOR SBBC:



(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Donna P. Korn, Chair


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by
Maya Moore
Reason: Nearpod Inc.
Date: 2020.07.13
09:58:10 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____, Secretary
-or-

DocuSigned by:
Natali Bushi

Witness

DocuSigned by:
Herbie Gurman

Witness

NEARPOD INC.

DocuSigned by:
Jose Carrera
By _____
33B8AE68EDFE484...
Name Jose Carrera
Title Chief Executive officer

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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this _____ day of _____, 2020.

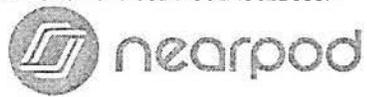
My Commission Expires:

Signature – Notary Public

(SEAL)

Notary's Printed Name

Notary's Commission No.



ATTACHMENT A

SCOPE OF SERVICES

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 Every Student Succeeds Act's (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 The Cognitive Academic Language Learning Approach (CALLA), Mutual Adaptive Learning Paradigm Instructional Approach (MALA), and Sheltered Instruction Observation Protocol (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.



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 the Nearpod interface with a sidebar on the left containing navigation options: Account, Dashboard, Courses, Calendar, Home, Commons, Groups, Resources, and Help. The main content area shows a list of lessons, with three highlighted:

- Lesson 2.1 Atoms and Elements - Evaluate
- Nearpod Lesson: Build an Atom: Atomic Symbols**
- Lesson 2.2 Periodic Table
- Lesson 2.2 Periodic Table - Engage
- Lesson 2.2 Periodic Table - Explore
- Lesson 2.2 Periodic Table - Explain
- Lesson 2.2 Periodic Table - Elaborate
- Lesson 2.2 Periodic Table - Evaluate
- Nearpod Lesson: Periodic Table**
- Lesson 2.3 Molecules and Compounds
- Lesson 2.3 Molecules and Compounds - Engage
- Lesson 2.3 Molecules and Compounds - Explore
- Lesson 2.3 Molecules and Compounds - Explain
- Lesson 2.3 Molecules and Compounds - Elaborate
- Lesson 2.3 Molecules and Compounds - Evaluate
- Nearpod Lesson: Molecules**
- Molecules and Compounds Quiz
- Lesson 2.4 Mixtures and Pure Substances

Three lesson cards are shown to the right of the list:

- Build an Atom: Atomic Symbols** (Nearpod + PHET)
- Periodic Table** (Nearpod + Lifesize)
- Molecules** (Nearpod + Lifesize)



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

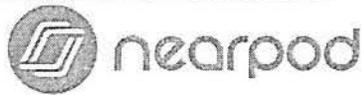
- a) Enabling access to specialized live instruction through distance learning across multiple classrooms and schools
- b) Aligning to Social Emotional Learning initiatives such as providing 175+ lessons that build on Social Emotional Learning Skills.

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 SummerCamps.

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 administration.

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.

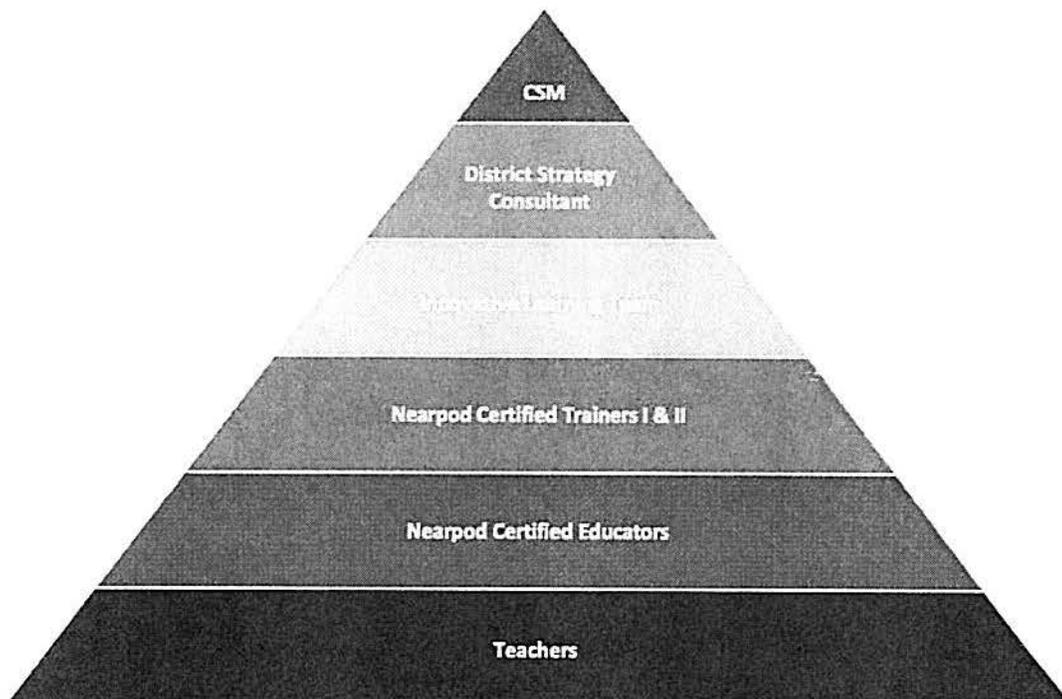


Ensuring Your Success

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 throughout 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.

ATTACHMENT B



Sales Order

Sales Order For
 Daryl Diamond
 Broward County Public Schools
 600 SE 3rd Ave
 Fort Lauderdale, FL, 33301

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

Proposed Solution: 1-Year Agreement

Service Start: 08/01/2020 Service End: 07/31/2021

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



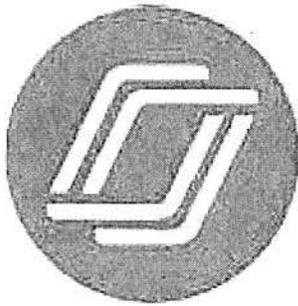
This proposal is valid until: 07/31/2020.

Service runs from 08/01/2020 until 07/31/2021. The agreed upon price for this timeframe is (USD) \$566,300 paid annually.

In the event that BCPS chooses to increase access, the price for any additional licenses will be \$62.50 per teacher for the same products, features & capabilities included in this proposal.

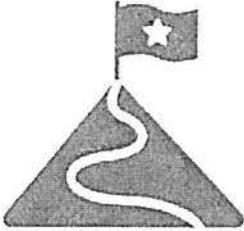
Tax-exempt customers should include their tax-exempt number on their Purchase Order.

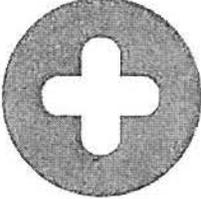
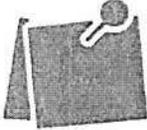
This proposal covers the Nearpod Services described herein and is governed by the license agreement available only at <https://nearpod.com/terms-conditions-school-district> and incorporated by reference along with the Privacy Policy available online at: <https://nearpod.com/privacy-policy>.

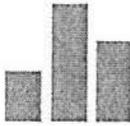
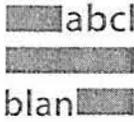
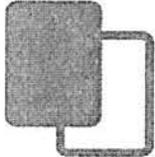


nearpod

This document outlines the different activities that can be included in a Nearpod lesson for the purpose of gathering formative data about the lesson through active student engagement.

<u>Add Activity</u>	
 Time To Climb	Time to Climb is a brand new Nearpod "game-like" activity that will level up the competition and engagement in the classroom, while assessing students' understanding. Students will race to the top of the mountain against the clock while answering multiple choice questions. Time to Climb activities are great for bell ringers, reviews, exit tickets and more!
 Open Ended Questions	Short responses of up to 1500 characters.
 Matching Pairs	Flashcards for matching content. Create text-to-text, text-to-image, or image-to-image cards. Includes a timer.

 <p>Quiz</p>	<p>Questions with correct answer(s). Create quizzes with up to 50 questions.</p>
 <p>Flipgrid</p>	<p>*Requires a Flipgrid account (free)</p> <p>You can add your teacher and student Flipgrid links into Nearpod to have a seamless Flipgrid experience in Nearpod lessons.</p>
 <p>Draw It</p>	<p>Allows participants to draw on a blank canvas or imported image (text, graphic organizers, photos, etc).</p>
 <p>Collaborate!</p>	<p>Virtual post-it board. Participants can view and "favorite" other submissions.</p>

 <p>Poll</p>	<p>A prompt without correct answers. Generates a pie chart of participant responses that can be shared.</p>
 <p>Fill in the Blanks</p>	<p>Participants can drag answers from a word bank to fill in the blanks in sentences, paragraphs, definitions.</p>
 <p>Memory Test</p>	<p>Matching activity with identical cards. Similar to the game Memory. A Final Question at the end connects the activity to relevant learning.</p>

Nearpod's Canvas Quick Glance Guide



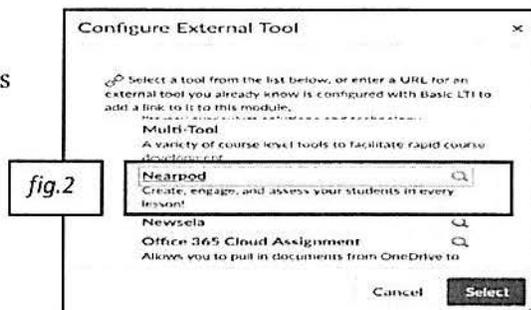
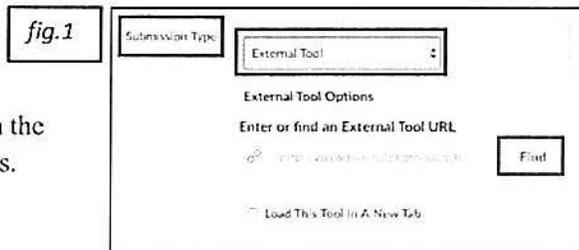
Overview of Nearpod's Canvas Integration

Nearpod user (with a Pro account) are able to easily integrate lesson into Canvas.

Nearpod's Canvas integration allows users to access the Nearpod website directly from Canvas. In addition, teachers are able to create Nearpod assignments for students within Canvas, capture Nearpod grades inside the Canvas Gradebook (with grade passback to Pinnacle), and view Nearpod submissions within the Canvas SpeedGrader.

Step 1: Setting up the Integration

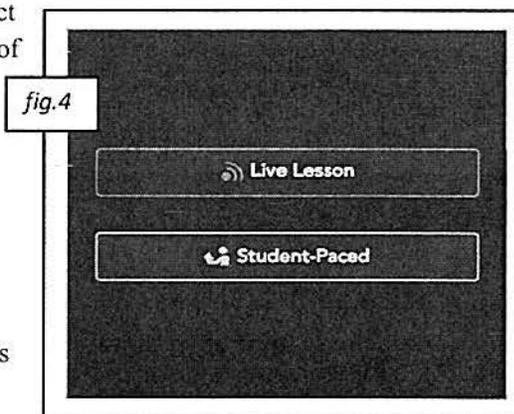
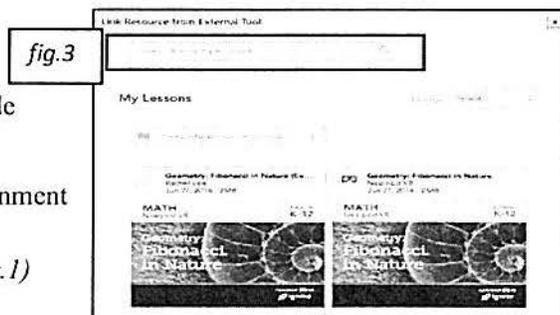
1. Open the Canvas Dashboard by clicking the **Canvas button** from the SSO launchpad. Click on the course tile to begin the setup process.
2. If Nearpod is not shown in your course navigation menu:
 - a. Click **Settings** → Click the **Navigation tab**.
 - b. Click on the **three dots next to Nearpod** → Choose **Enable**
 - c. Click **Save**.
3. Repeat for each of the classes which need Nearpod access. These steps will also need to be repeated each quarter/semester in new courses.
4. Once the integration is enabled, the Nearpod link will appear in the course navigation. Clicking on this Nearpod link will open Nearpod directly embedded within Canvas.
- 5.



Step 2: Create a Nearpod Canvas Assignment

When a Nearpod assignment is created in Canvas and contains student submissions, Nearpod grades will sync to the Canvas Gradebook (with grade passback to Pinnacle).

1. Create and edit a Canvas assignment. Include point value and assignment instructions for students.
2. Under "Submission Type" choose "External Tool." Click **Find**. (fig.1)
3. Scroll and click **Nearpod**. (fig.2)
4. The Nearpod content selector will pop up. Type a specific title or subject into the content selector's search bar to find a lesson. **Click on the tile of the lesson** you want students to complete. (fig. 3)
5. Choose either a **"Live Lesson"** or a **"Student-Paced"** activity. (fig. 4)
6. The "Configure External Tool" window will appear next. Click **Select**.



Step 3: Viewing Student Submissions

Student lesson submissions will sync automatically from Nearpod to Canvas. Each individual submission can be viewed in the Canvas SpeedGrader. Teachers are able to grade and provide feedback on the submitted work using all of the Canvas SpeedGrader features.

Nearpod Software Survey

648

Responses

27:04

Average time to complete

Active

Status



Ideas

1. School and/or Department Name

648

Responses

Latest Responses

"Parkway Middle School/ ELA Department"

"Village Elementary"

"Mirror Lake Elementary"

2. Please rate the Vendor's overall performance.

648

Responses



4.66 Average Rating

3. Please rate the effectiveness of this software in gathering formative assessment data to drive instruction.

643

Responses



4.57 Average Rating

4. Is the software user friendly?



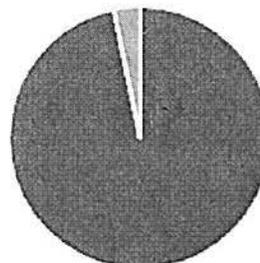
Yes

627



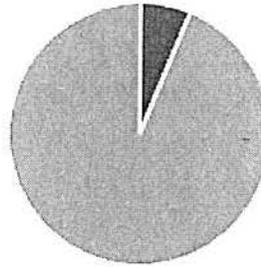
No

21



5. Do you experience problems with the software that reduces its effectiveness?

<input checked="" type="radio"/> Yes	40
<input type="radio"/> No	608



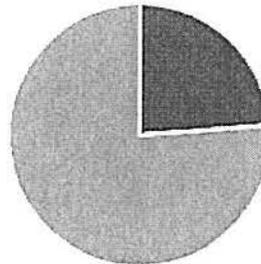
6. If you answered "yes" to question 5, please explain.

40
Responses

Latest Responses

7. Would you suggest any improvements for the software?

<input checked="" type="radio"/> Yes	154
<input type="radio"/> No	494



8. If you answered "yes" to question 7, please explain.

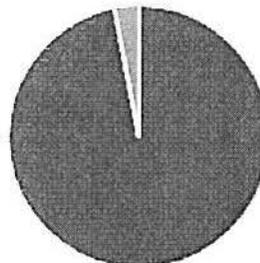
154
Responses

Latest Responses

"The ability to comment on a student paced activity slides. The type of ...

9. Would you use this Vendor again?

<input checked="" type="radio"/> Yes	627
<input type="radio"/> No	20



10. Please include any additional comments about this software.

646

Responses

Latest Responses

"It's great. I am sure updates could be made later on, but as of now, I li...

"This is a game changer on how I present lessons/assignments throug...

"Very useful in a 1:1 environment. Student engagement is phenomenal."