



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**EE-12.**

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

**TITLE:**  
Recommendation to Approve Agreement - FY21-116 - Software for Vocabulary Improvement

**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: \$406,250; Awarded Vendor(s): Thinkmap, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
Thinkmap, Inc. has created Vocabulary.com, a platform for systematic and lasting vocabulary improvement that goes beyond rote memorization to teach all the meanings and subtle nuances of words. Backed by research and currently used in schools, the vendor believes there is no magic bullet when it comes to building a student's vocabulary, and has developed a system that will analyze the content being taught, identifies the vocabulary necessary for comprehension, and provides differentiated instruction for each student.  
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

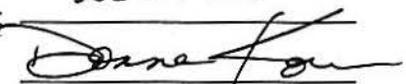
**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$406,250. The funding source will come from the CARES Act. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**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)

<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
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*  
7/16/2020, 4:07:02 PM

## EXECUTIVE SUMMARY

### Recommendation to Approve Agreement FY21-116 – Software for Vocabulary Improvement

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#### Introduction

#### Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the Agreement between Thinkmap, Inc. and The School Board of Broward County, Florida (SBBC), for one (1) year starting August 1, 2020 through July 31, 2021, with the option to renew for two (2) additional one (1) year periods. The agreement provides a platform for systematic and lasting vocabulary improvement that goes beyond rote memorization to teach all the meanings and subtle nuances of words.

The spending authority being requested is \$406,250.

#### Goods/Services Description:

#### Responsible: Innovative Learning

Thinkmap, Inc. has created Vocabulary.com, a platform for systematic and lasting vocabulary improvement that goes beyond rote memorization to teach all the meanings and subtle nuances of words. Backed by research and currently used in schools, the vendor believes there is no magic bullet when it comes to building a student's vocabulary, and has developed a system that will analyze the content being taught, identifies the vocabulary necessary for comprehension, and provides differentiated instruction for each student. Vocabulary.com takes a research-based approach to teaching vocabulary and is adaptive in meeting students at their ability level. Students are exposed to multiple question types and contexts, as they believe understanding how words work in a broader linguistic framework has been shown to provide greater understanding as students encounter new words. Vocabulary.com teaches words by systematically exposing the student to a wide array of question types and activities that will help the student understand the meanings and nuances of every word the student is learning.

Students are asked questions on the essential definitions of a word while playing and interacting with Vocabulary.com words. 'Mastery' of a word occurs once the student has correctly answered questions representing all definitions of the word. Typically, a student will interact, or 'play' a word over multiple sessions or day before reaching word mastery and earning the one thousand (1,000) point bonus for mastering the word.

The amount of time it takes to 'master' a word depends on the following factors:

1. **How many meanings a word has.** Vocabulary.com presents their questions in such a way that the student masters the easiest definitions first, and then moves on to the difficult meanings later.
2. **How many questions a student gets right/wrong.** Student's independent answers to the questions for each word is dependent on the number of questions the student will receive for that question. Wrong answers = more questions.
3. **How many other words the student is learning at the same time.** Students have the ability to choose the number of words that they are learning at one (1) time. This choice is made by electing to individually learn a word or selecting to 'learn this list.'

Once a student achieves mastery of a word, Vocabulary.com periodically provides 'brush-up' questions to ensure that the student retains everything they've learned. The more often a student struggled with the word initially, the more often the student will see the brush-up questions after mastery has occurred.

Vocabulary.com partners with Secondary Learning to create playable word lists that align with the scope and sequence for middle and high school courses. The use of this product allows the teacher to seamlessly integrate highly engaging instructional activities for students during remote learning due to COVID-19 quarantine and future distance learning activities. Vocabulary.com's Learning Tool Integration allows teachers to create Canvas assignments for students to work within the Vocabulary.com platform, and for their grades to be passed back to Canvas with one (1) click into Pinnacle.

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Detailed reports and averages based on the usage of this software over the past year are included further in this document; however, we have included a few highlights shown below:

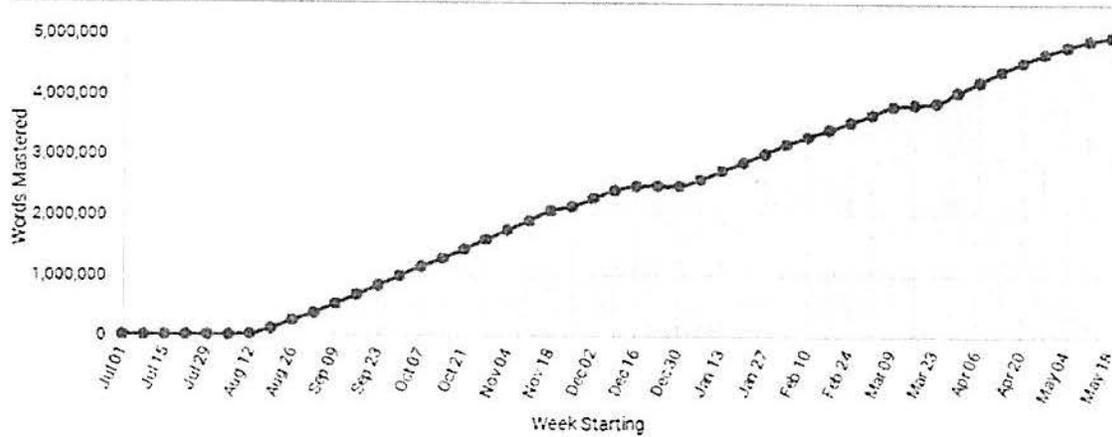
- Over one hundred three thousand (103,000) students in grades 5-12 have answered ninety-four point seven (94.7) million questions and mastered four point nine (4.9) million academic vocabulary words to date.
- Margate Middle School answered more than six (6) million questions and mastered more than three hundred eight thousand (308,000) words to secure second place in the National Middle School Division of the Vocabulary.com Vocabulary Bowl for the 2019-2020 school year.
- Hollywood Hills High School answered more than four point eight (4.8) million questions and mastered more than two hundred seventy-one thousand (271,000) words to secure fourth place in the National High School Division of the 2019-2020 Vocabulary Bowl Competition.
- Hollywood Hills, Flanagan, Charles W., and Cooper City high schools ranked in the top twenty (20) high schools in the nation for the 2019-2020 Vocabulary Bowl Competition.
- Falcon Cove, Margate, Pines, Westglades, and William Dandy Middle schools ranked in the top twenty (20) middle schools in the nation for the 2019-2020 Vocabulary Bowl Competition.
- Thirteen (13) Broward County Middle Schools and fourteen (14) High Schools ranked in the of the top twenty (20) in Florida for the 2019-2020 Vocabulary Bowl Competition.

Vocabulary.com Highlights and Updates 2019-2020

As mentioned above, please find data extracted in regard to the usage of the software over the past year.

Overall Growth: Words Mastered by Week

Overall Growth: Words Mastered by Week



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**Top Ten (10) Schools by Number of Active Students**

School	Active Students	Questions Answered	Words Mastered
Taravella High School	2,824	2,004,644	135,248
Miramar High School	2,722	3,027,294	165,736
Piper High School	2,613	1,915,492	99,252
Hollywood Hills High School	2,506	4,867,612	270,176
Everglades High School	2,468	2,890,586	170,704
Blanche Ely High School	2,352	2,709,600	134,001
Falcon Cove Middle School	2,344	1,855,864	122,534
West Broward High School	2,327	1,714,754	134,417
Flanagan, Charles W. High School	2,299	1,770,753	116,360
Cooper City High School	2,221	2,300,622	156,013

**Top Ten (10) Vocabulary Lists**

Top Vocabulary Lists

List Title	Number of Students Working
100 Words Every Middle Schooler Should Know	4,349
The New SAT: Words to Capture Tone - List #1	3,716
The New SAT: Language of the Test - List #1	3,651
The New SAT: Multiple-Meaning Words List #1	2,910
"The Ravine," Vocabulary from the short story	2,620
Power Prefix: anti-	1,962
Power Prefix: dis-	1,941
In a Pickle: Words for When You're in Trouble	1,896
Some Helpful Poetry Terms	1,754
"Of Mice and Men" by John Steinbeck, Chapters 1-2	1,635

**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 \$406,250, as detailed below: The funding source will come from the CARES Act.

District-wide licenses	\$408,000	(136,000 students @ \$4 per student)
Discount	- \$137,750	
<b>Total</b>	<b>= \$406,250</b>	(136,000 students @ approx. \$2.98 per student)

The total price remained consistent for this Agreement. The previous agreement 57-127E started on August 9, 2017 through July 31, 2020, with an approved spending authority of \$1,250,250 for three (3) years. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



## AGREEMENT

THIS AGREEMENT is made and entered into as of this 21<sup>st</sup> day of July, 2020,  
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

**THINKMAP, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
777 Mariners Island Blvd, Suite 600  
San Mateo, California 94404

WHEREAS, VENDOR supplies an online platform known as Vocabulary.com ("Vocabulary.com"), that offers systematic, lasting, vocabulary improvement that goes beyond rote memorization to teach all the meanings and subtle nuances of words; and

WHEREAS, Vocabulary.com is backed by research and used in over twenty-eight thousand (28,000) schools, and has been integrated into the SBBC curriculum and its teachers' everyday activities; and

WHEREAS, SBBC teachers use Vocabulary.com with emphasis on, helping students learn specific words from their reading, including word lists from Houghton Mifflin Harcourt's instructional materials; and

WHEREAS, pursuant to SBBC Policy 3320, Section II, H, and Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement of requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for SBBC's purchase of 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, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

**2.02 Description of Goods or Services Provided.**

VENDOR shall:

- (a) Provide SBBC with a subscription to Vocabulary.com, a web-based instructional resource accessed at <http://www.vocabulary.com> that uses adaptive technology to offer differentiated vocabulary instruction to students at all levels. Vocabulary.com continuously assesses each student and focuses their efforts on words they need to learn. Vocabulary.com identifies the words students are having the most trouble learning and works with the students until they achieve mastery.
- (b) Provide SBBC with a district site license for online access to Vocabulary.com for all SBBC students in Grade 5 through Grade 12 (approximately 136,000 students), and full access to the Vocabulary.com instructional and reporting tools for the teachers and administrators who work with and support these students.
- (c) Integrate the subscriptions of the current subscribers into the subscription under this Agreement, so that VENDOR's reporting of SBBC's data for all schools is consolidated.
- (d) Technical support as necessary to support successful implementation and use of Vocabulary.com in SBBC schools.
- (e) Provide six (6) full days of on-site training (to the extent practical given the ongoing COVID-19 pandemic), as well as unlimited access to scheduled and on-demand Webinars. To the extent on-site training is not practical due to the ongoing COVID-19 pandemic, VENDOR will provide virtual training.

SBBC shall:

- (f) Provide technical support as necessary to support successful implementation and use of Vocabulary.com in SBBC schools.
- (g) Provide information on SBBC's literacy philosophy and programs to ensure an implementation of Vocabulary.com that aligns with SBBC goals.
- (h) Provide an SBBC contact to support communication between SBBC and VENDOR concerning Vocabulary.com.
- (i) Facilitate communications and feedback regarding successes and challenges throughout the term of this Agreement.

**2.03 Cost and Payment.**

- (a) **Cost:** The total price for site licenses provided under this Agreement is Four Hundred Six Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$406,250.00) as outlined in

## **Attachment A.**

(b) **Payment:** VENDOR shall submit a proper and appropriate invoice in the amount of Four Hundred Six Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$406,250.00) on or after August 1, 2020 and SBBC shall pay the invoice within thirty (30) calendar days of the invoice date.

### **2.04 SBBC Disclosure of Education Records.**

(a) SBBC will provide VENDOR the education records listed in this section for the purposes stated below:

- 1) To create user account
- 2) To create usage and performance reports: measuring student program usage, words mastered, questions answered, and hours spent using the program.

(b) SBBC will provide VENDOR with the following education records at the time of account creation through SBBC's integration system:

- 1) Student first and last name
- 2) School email address
- 3) School Association (name of school)
- 4) Teacher Association (name of teacher)

(c) In addition to the education records being disclosed by SBBC in this section, VENDOR will also have access to work and information input by students in VENDOR's online platform.

(d) VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Education 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 eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed above.

(e) The requirements of this section shall supersede any use of student information as listed in VENDOR's privacy policies.

### **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 redisclose 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](mailto: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 VENDOR's 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 to be satisfied by the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) As between the parties, 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 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 the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate 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. VENDOR has no obligation to indemnify for any claim based on or arising out of the wrongful act or omission of the SBBC or their officers, employees or agents.

#### 2.06 **SBBC Disclosure of Employee Records.**

(a) SBBC will provide VENDOR the employee records listed in this section to create user accounts.

(b) SBBC will provide the following employee information to VENDOR through SBBC's integration system:

- 1) Employee first and last name
- 2) Employee identification number
- 3) School association (name of school)

(c) In addition to the employee records being disclosed by SBBC in this section, VENDOR will also have access to work and information input by teachers in VENDOR's online platform.

(d) VENDOR shall not use the employee records listed in this section 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.

(e) The requirements of this section shall supersede any use of employee records as listed in VENDOR's privacy policies.

#### 2.07 **VENDOR Safeguarding Confidential Employee Records.**

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

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto: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;

(f) prepare and distribute, at its own cost, any and all required 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; and

(g) be responsible for any fines or penalties for VENDOR's failure to meet notice requirements pursuant to federal and/or Florida law. This section survives the termination of all performance or obligations under this Agreement.

2.08 **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, to any and all records related to all income and expenditures of funds provided by SBBC under this Agreement, and to all applicable business records of VENDOR to enable SBBC to verify the accuracy of invoices, 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) 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 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. This section shall apply only to the extent required by applicable law.

2.09 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 Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Ivan Krieg  
Thinkmap, Inc.  
777 Mariners Island Blvd, Suite 600  
San Mateo, California 94404

Any notice to Thinkmap, Inc. must  
also be sent via e-mail to  
legalnotices@ixl.com

2.10 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, 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 and 1012.465, Florida Statutes.

2.11 **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.**

2.12 **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, up to the limits of Section 768.28, Florida Statutes, 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 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 third-party 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.

2.13 **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 Professional Liability/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) 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 two (2) 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.

2.14 **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.

2.15 **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.

2.16 **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.

2.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein is 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  
*Agreement with Thinkmap, Inc.*

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) days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) days' 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) 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.

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 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and 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 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, 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)

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Maya  
Moore  
Reason: Thinkmap  
Agreement  
Date: 2020.07.16 12:38:51  
-04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

**THINKMAP, INC.**

ATTEST:

By Paul Mishkin  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: Paul Mishkin \_\_\_\_\_

Title: CEO

-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 California

COUNTY OF San Mateo

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of July, 2020 by Paul Mishkin of IXL Learning, Inc.  
Name of Person Name of Corporation or Agency

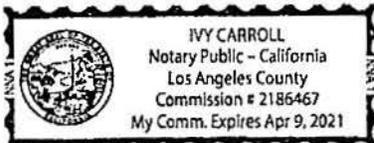
as CA limited liability company, on behalf of the company and is personally state

known to me or produced CA Driver's License as identification and  did not first take an oath.  
Type of Identification

My Commission Expires: April 9, 2021  
[Signature]  
Signature - Notary Public

(SEAL)

Ivy Carroll  
Printed Name of Notary  
2186467  
Notary's Commission No.





FROM	REPRESENTATIVE	QUOTE FOR
Vocabulary.com 599 Broadway, 9th Floor New York, NY 10012 USA	Ivan Krieg ikrieg@vocabulary.com phone: (888) 237-5862 x350 fax: (212) 285-8999	Broward County Public Schools Daryl Diamond 600 Se 3rd Ave Ft Lauderdale, FL 33301 USA phone: (754) 321-2630 daryl.diamond@browardschools.com

**Quote #1041862**

Thank you for your continued interest in Vocabulary.com. We are pleased to present you with the following quote. To accept this quote, sign in the appropriate place below, and fax (or scan and email) all pages of the quote along with your valid purchase order or payment information back to us at the fax number above.

Vocabulary.com Subscription				
SKU	Description	Quantity	Rate	12 Months
VCSL1E-1-R	Vocabulary.com: 1 Year Site License Renewal - Price Per Student	136,000	\$4.00	\$544,000.00
	Discount per Broward contract			-\$137,750.00
Subtotal (after discount)				\$406,250.00
Total Price				\$544,000.00
Discount				-\$137,750.00
Discount Percent				25.3%
<b>Pay this amount</b>				<b>\$406,250.00</b>

**BILLING CONTACT**

Please verify the following information is correct:

If the information you provided (displayed to the left) is incorrect or incomplete, please check this box and update it in the space below.

Name	<u>Daryl Diamond</u>	Name	.....
Institution	<u>Broward County Public Schools</u>	Institution	.....
Address 1	<u>600 Se 3rd Ave</u>	Address 1	.....
Address 2	.....	Address 2	.....
City/State	<u>Ft Lauderdale, FL</u>	City/State	.....
Postal Code	<u>33301</u>	Postal Code	.....
Country	<u>USA</u>	Country	.....
Phone	(754) 321- Fax (754)	Phone	..... Fax .....
	760-7367		



**PAYMENT OPTIONS (CHOOSE ONE)**

---

**Purchase Order**

Please attach your purchase order to the quote and return it to your representative. Please reference Quote #1041862 on any correspondence.

Our Federal Tax ID number is 11-3382653.

**Check / Money Order**

Make check payable to Vocabulary.com or our parent company, Thinkmap, Inc.

**Credit Card**

Type  Visa / Mastercard

American Express

Name on Card .....

Card Number .....

Exp. Date .....

CVV / Security Code .....

Billing Zip .....

**TERMS**

---

By signing below, you are:

1. Agreeing that you have the authority to make purchasing decisions for your institution.
2. Accepting the offer indicated above, and agreeing to pay as per terms above. (All overdue payments will be subject to a late payment charge at the rate of 1.5% per 30 days of delinquency, or if lower, the maximum rate permitted by applicable law.)
3. Becoming party to and consenting to be bound by the terms and conditions of the license agreement that is available at <https://www.vocabulary.com/terms/>.
4. Agreeing not to disclose or share login information, or otherwise provide access to Vocabulary.com except in a manner that agrees with the terms of the quote provided above.

Signature.....

Date .....

Name .....

Title .....

Institution .....

ATTACHMENT A

2630.....

Email .....

Email

[daryl.diamond@browardschools.com](mailto:daryl.diamond@browardschools.com).....



**PAYMENT OPTIONS (CHOOSE ONE)**

**Purchase Order**

Please attach your purchase order to the quote and return it to your representative. Please reference Quote #1041862 on any correspondence.

Our Federal Tax ID number is 11-3382653.

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Make check payable to Vocabulary.com or our parent company, Thinkmap, Inc.

**Credit Card**

Type  Visa / Mastercard

American Express

Name on Card \_\_\_\_\_

Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

CVV / Security Code \_\_\_\_\_

Billing Zip \_\_\_\_\_

**TERMS**

By signing below, you are:

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3. Becoming party to and consenting to be bound by the terms and conditions of the license agreement that is available at <https://www.vocabulary.com/terms/>.
4. Agreeing not to disclose or share login information, or otherwise provide access to Vocabulary.com except in a manner that agrees with the terms of the quote provided above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Institution \_\_\_\_\_

**What does it take to ‘master a word’?**

Students are asked questions on the most essential definitions of a word while playing and interacting with Vocabulary.com words. ‘Mastery’ of a word occurs once the student has correctly answered questions representing all definitions of the word. Typically, a student will interact, or ‘play’ a word over multiple sessions or day before reaching word mastery and earning the 1,000 point bonus for mastering the word.

The amount of time it takes to ‘master’ a word depends on the following factors:

1. **How many meanings a word has.** Vocabulary.com presents their questions in such a way that the student masters the easiest definitions first, and then moves on to the difficult meanings later.
2. **How many questions a student gets right/wrong.** Student’s independent answers to the questions for each word is dependent on the number of questions the student will receive for that question. Wrong answers = more questions.
3. **How many other words the student is learning at the same time.** Students have ability to choose the number of words that they are learning at one time. This choice is made by electing to individually learn a word or selecting to ‘learn this list’.

Once a student achieves mastery of a word, Vocabulary.com periodically provides ‘brush-up’ questions to ensure that the student retains everything they’ve learned. The more often a student struggled with the word initially, the more often the student will see the brush-up questions after mastery has occurred.

**2019-20 Vocabulary.com Use by School**

School	Active Teachers	Active Students	Questions Answered	Words Mastered
Taravella HS	27	2,805	2,363,457	132,228
Cypress Bay HS	21	2,384	2,085,150	134,980
Falcon Cove MS	20	2,316	2,247,457	133,453
Hollywood Hills HS	39	2,275	4,794,740	271,577
West Broward HS	22	2,260	1,510,035	121,451
Piper HS	28	2,230	1,457,055	67,069
Flanagan, Charles W. HS	29	2,228	2,624,196	166,774
Coral Springs HS	20	2,178	1,376,717	75,626
Miramar HS	23	2,123	2,053,098	113,594
Nova HS	19	2,105	2,487,147	156,817
Cooper City HS	17	2,079	2,109,881	154,683
Blanche Ely HS	26	1,972	1,831,109	105,487
Everglades HS	19	1,963	1,912,722	117,412
Westglades MS	18	1,819	2,279,125	125,855
Dillard HS	22	1,697	652,374	32,909

Indian Ridge MS	19	1,673	1,363,459	66,441
Coral Glades HS	17	1,638	1,338,891	66,449
South Plantation HS	21	1,626	1,028,759	60,011
Lyons Creek MS	25	1,590	889,612	31,923
Stranahan HS	20	1,584	1,661,924	85,735
New River MS	25	1,573	690,469	24,922
Millennium 6-12 Collegiate Academy	20	1,539	834,863	44,056
Crystal Lake MS	41	1,534	1,726,177	70,755
Monarch HS	15	1,531	1,303,060	74,063
Coconut Creek HS	20	1,530	826,911	43,607
Tequesta Trace MS	21	1,526	1,901,121	104,089
Margate MS	55	1,520	6,046,163	308,445
Anderson, Boyd H. HS	15	1,448	751,142	32,861
Parkway MS	23	1,427	892,578	37,195
Nova MS	23	1,424	1,337,295	78,405
Silver Trail MS	20	1,412	1,667,646	92,371
Deerfield Beach MS	39	1,364	1,880,816	78,365
Apollo MS	18	1,347	889,674	41,467
Pompano Beach MS	32	1,292	2,207,952	96,700
Forest Glen MS	20	1,183	859,838	38,313

## School Details (continued)

School	Active Teachers	Active Students	Questions Answered	Words Mastered
Hallandale HS	15	1,159	589,876	26,670
Walter C. Young MS	21	1,107	1,760,554	86,247
Northeast HS	16	1,076	985,688	47,417
William Dandy MS	31	1,057	2,796,384	144,235
Glades MS	14	1,055	494,309	31,375
Western HS	10	1,039	897,213	50,348
Pines MS	29	982	3,641,613	165,388
Rickards, James S. MS	14	967	741,128	28,228
Ramblewood MS	15	951	874,930	45,039
Plantation HS	8	926	931,319	58,105
Attucks MS	23	922	896,004	27,932
Sunrise MS	15	917	375,580	18,391
Bair MS	10	878	966,905	50,320
Seminole MS	13	850	353,340	12,535
Pioneer MS	10	845	240,067	10,441
South Broward HS	10	844	192,754	9,557
Gulfstream Academy of Hallandale Beach K-8	22	796	1,394,041	60,448
New Renaissance MS	8	792	148,723	4,444
Coral Springs Middle	9	789	316,106	14,692
Sawgrass Springs MS	11	777	460,446	15,044
Driftwood MS	9	733	406,451	16,684
McNicol MS	13	733	310,276	10,688
McArthur HS	8	727	371,791	18,903
Silver Lakes MS	10	720	572,788	21,836
Olsen MS	12	718	669,587	26,372
Whiddon - Rogers Education Center	8	656	221,252	9,192
Lauderhill 6-12 MS	9	649	255,139	10,010
Deerfield Beach HS	7	644	408,693	14,529
Lauderdale Lakes MS	10	617	103,217	3,154
Sheridan Technical College - Main Campus	11	597	1,461,670	121,058
Atlantic Technical College	6	572	456,778	30,874
Westpine MS	8	570	115,684	5,439
Plantation MS	7	520	371,586	14,841
Fort Lauderdale HS	6	517	180,926	9,773
Marjory Stoneman Douglas HS	5	511	199,348	16,563

# School Details (continued)

	Active Teachers	Active Students	Questions Answered	Words Mastered
Dave Thomas Education Center	9	442	103,157	4,770
Pompano Beach HS	3	380	183,140	13,364
Perry, Annabel C. Pre K-8 ES	7	330	162,204	4,123
Beachside Montessori Village	3	297	576,806	40,711
Sea Castle ES	10	290	275,655	11,037
Croissant Park ES	8	290	161,182	5,698
Manatee Bay ES	11	259	334,831	18,288
Royal Palm ES	6	256	95,844	3,566
Cypress Run Education Center	8	243	117,125	5,408
Gator Run ES	13	242	63,480	2,637
Markham, C. Robert ES	6	242	60,502	1,601
Liberty ES	7	227	96,696	3,624
Seagull Alternative HS	3	227	39,821	1,280
Everglades ES	9	219	85,727	4,359
Tedder ES	3	199	93,118	2,874
McFatter Technical College	5	195	104,363	7,583
Embassy Creek ES	5	163	104,226	5,016
Eagle Point ES	5	161	67,778	2,681
Dolphin Bay ES	3	160	114,697	4,572
Cooper City ES	4	160	71,244	3,242
North Andrews Gardens Elementary School of the Arts	5	159	131,557	5,004
Nova Blanche Forman ES	7	152	77,407	3,317
Colbert Museum Magnet	7	151	44,178	1,660
Stirling ES	3	149	158,257	6,590
Margate ES	9	147	339,068	14,500
Heron Heights ES	8	145	89,930	3,805
North Lauderdale ES	1	141	289,253	14,938
Welleby ES	5	140	99,443	3,478
Atlantic West ES	5	140	50,598	1,610
Coconut Palm ES	7	139	159,384	7,482
Village ES	4	138	57,297	1,709
Country Hills ES	6	136	99,421	4,157
Cypress ES	3	134	75,899	2,315
Coral Springs ES	6	132	40,990	1,104
Winston Park ES	4	130	70,680	2,192

## School Details (continued)

School	Active Teachers	Active Students	Questions Answered	Words Mastered
Sheridan Park ES	3	129	91,714	3,639
Quiet Waters ES	6	127	247,377	12,202
Silver Ridge ES	6	127	118,180	5,408
Broadview ES	3	120	28,300	488
Nova Eisenhower ES	4	118	17,114	673
Miramar ES	4	117	55,107	1,477
Meadowbrook ES	7	115	115,193	4,024
Pembroke Pines ES	3	115	36,792	1,213
Palmview ES	1	115	33,782	974
Mirror Lake ES	5	113	147,458	6,211
Pembroke Lakes ES	5	113	58,089	2,186
Riverland ES	3	112	107,993	3,945
Ramblewood ES	4	111	117,532	4,981
Watkins ES	6	109	33,564	1,430
Broward Virtual Education	3	109	18,929	1,253
Tradewinds ES	5	107	63,158	2,418
Plantation Park ES	2	106	97,615	3,051
Fairway ES	2	105	72,013	2,289
Park Trails ES	3	103	26,010	1,580
Boulevard Heights ES	2	101	42,527	1,340
Griffin ES	5	99	104,581	5,415
Riverglades ES	7	98	45,179	2,040
Fox Trail ES	4	97	113,833	4,863
Sandpiper ES	4	94	76,416	2,519
Riverside ES	4	94	38,253	1,970
Park Lakes ES	2	92	30,340	776
Silver Palms ES	3	92	22,301	739
Davie ES	3	89	29,828	709
Tamarac ES	5	86	38,731	1,266
Sawgrass ES	3	85	48,570	2,061
Cresthaven ES	4	85	25,215	756
Dania ES	1	85	16,816	379
Coral Park ES	1	83	107,578	2,995
Hallandale Adult Community Center	1	81	2,934	31
Palm Cove ES	4	77	8,172	140

# School Details (continued)

School	Active Teachers	Active Students	Questions Answered	Words Mastered
Pines Lakes ES	7	75	28,417	1,386
Plantation ES	1	73	15,903	347
McNab ES	3	72	27,683	1,175
Castle Hill ES	2	72	25,154	780
North Fork ES	0	69	15,620	315
Collins ES	2	67	130,044	5,393
Whispering Pines Center	5	67	29,453	1,136
Cross Creek School	2	67	23,528	1,073
Morrow ES	2	67	22,154	606
Lanier-James Education Center	2	67	7,043	210
Eagle Ridge ES	3	61	117,761	8,486
Norcrest ES	3	61	20,568	1,006
Lake Forest ES	4	60	3,805	64
Park Springs ES	4	57	32,747	1,845
Lakeside ES	2	56	7,181	162
Orange Brook ES	2	53	39,802	1,310
Coconut Creek ES	3	52	9,942	286
Westchester ES	2	51	14,000	663
Walker ES	5	51	8,428	279
Indian Trace ES	2	49	43,527	2,378
Dillard ES	3	48	5,645	147
Panther Run ES	3	46	39,555	2,514
Drew, Charles ES	2	46	3,673	61
Challenger ES	2	44	10,907	373
Oakland Park ES	1	43	7,960	207
Banyan ES	3	37	4,372	246
Horizon ES	3	36	33,191	836
Sanders Park ES	4	33	1,271	19
Pasadena Lakes ES	1	31	5,637	176
Bethune, Mary M. ES	0	31	4,215	90
Central Park ES	0	29	1,264	25
Rock Island ES	1	28	2,123	47
Flamingo ES	1	27	4,465	90
Hollywood Hills ES	3	27	3,013	36
Bayview ES	1	25	2,821	75

# School Details (continued)

School	Active Teachers	Active Students	Questions Answered	Words Mastered
Hunt ES	1	25	866	10
Lauderhill Paul Turner ES	1	23	3,534	102
Discovery ES	1	23	2,392	60
Pompano Beach ES	2	23	1,770	33
Forest Hills ES	2	22	2,845	37
Oakridge ES	1	21	3,467	58
Coral Cove ES	1	21	1,029	29
Oriole ES	0	19	585	6
North Side ES	0	17	7,761	342
Pine Ridge Education Center	2	17	1,031	33
Tropical ES	2	17	1,100	11
Virginia Shuman Young Montessori	0	16	4,463	122
Sunset Lakes ES	3	15	838	9
Broward Estates ES	1	15	477	4
Hawkes Bluff ES	0	15	267	3
Thurgood Marshall ES	0	15	496	2
Silver Shores ES	0	14	1,948	33
Parkside ES	1	14	425	0
Pinewood ES	0	13	830	12
Lloyd Estates ES	1	13	755	1
Wilton Manors ES	1	13	285	0
Chapel Trail ES	1	12	736	17
College Academy @ BC BC	0	11	1,137	82
West Hollywood ES	1	11	1,053	33
Deerfield Beach ES	1	11	613	20
Hollywood Park ES	1	11	341	15
Harbordale ES	1	11	288	10
Country Isles ES	0	10	351	3
Peters ES	1	10	421	0
Hollywood Central ES	0	9	77	0
Westwood Heights ES	1	8	1,272	23
Driftwood ES	1	8	851	13
Nob Hill ES	1	8	138	3
Park Ridge ES	0	8	251	0
Maplewood ES	0	7	296	0

## School Details (continued)

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School	Active Teachers	Active Students	Questions Answered	Words Mastered
King, Dr. Martin Luther, Montessori Academy	1	7	302	0
Stephen Foster ES	1	6	217	9
Larkdale ES	0	6	119	0
Broward Detention Center	0	5	147	0
Floranada ES	0	5	35	0
Pace Center for Girls - Broward	1	4	92	0
Sheridan Hills ES	0	4	14	0
Silver Lakes ES	0	3	28	0
The Quest Center	0	3	95	0
Arc Broward Inc.	0	2	62	0
Wingate Oaks Center	0	2	167	0

# Vocabulary.com's Canvas Quick Glance Guide



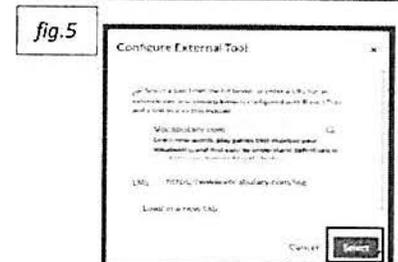
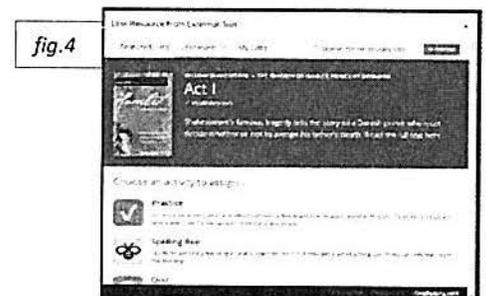
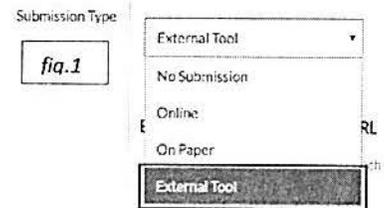
## Overview of Vocabulary.com's Canvas Integration

Vocabulary.com users in grades 5-12 are able to easily integrate activities into Canvas. Vocabulary.com's Canvas integration allows users to access the Vocabulary.com website directly from Canvas. In addition, teachers are able to create Practice, Spelling Bee, and Quiz assignments for students within Canvas, capture Vocabulary.com grades inside the Canvas Gradebook (with grade passback to Pinnacle), and view Vocabulary.com submissions within the Canvas SpeedGrader.

## Create a Vocabulary.com Canvas Assignment

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

1. Create and edit a Canvas assignment for students.
2. Under "Submission Type" choose "External Tool." (fig.1) Click "Find." (fig.2)
3. Choose "Vocabulary.com" from the "Configure External Tool" dialog box and click "Select." (fig. 3)
4. The Vocabulary.com content picker will appear and prompt you to select a collection or list to assign. Search or browse for the list to assign. If you are assigning a list, you'll need to navigate to the specific list that you are assigning. (fig. 4)
5. Select the activity type you want to assign: either Practice, Spelling Bee, or Quiz. The "Link Resource from External Tool" dialog box will close.
6. Click the "Select" button in the "Configure External Tool" dialog box. (fig. 5)
7. Finally, click the "Save" (or save and publish) button to save the assignment.
8. You will see a preview of the assignment that students will see. Make sure you publish your assignment when you are ready for students to complete it.



## Student Experience - Completing Assignments

When students view Vocabulary.com assignments in Canvas, they will appear like any other Canvas assignment. When students click the assignment, it will show embedded in the Canvas interface.

Students can complete an assignment in one sitting or may return to an assignment any time. However, please note that:

- If a student leaves the assignment for more than 30 minutes, a (partial) grade will be passed back to Canvas. If a student returns later to complete the assignment, another grade will be passed back.
- If a student leaves a quiz, they will forfeit the question that they were on, and it will count as a skipped question.

## Viewing Student Submissions

Student submissions will sync automatically from Vocabulary.com 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.

Grades for Vocabulary.com assignments get “passed back” to Canvas after either:

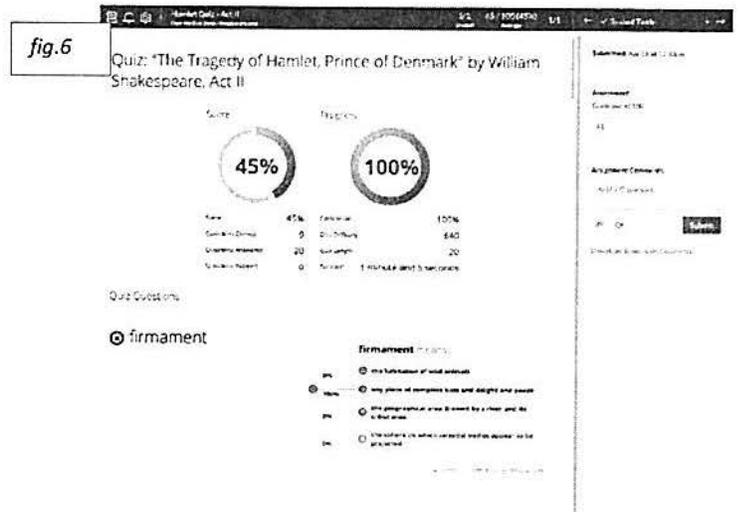
- The student completes the assignment, or
- The student leaves the assignment for more than 30 minutes. In this case, a (partial) grade will be passed back to Canvas. If a student returns later to complete the assignment, another grade will be passed back.

Vocabulary.com assignments are graded as follows:

- Practice:** The percentage of completion of the assignment is passed as the score. If the student completes the assignment, they get 100% of the points you allocated for the assignment in Canvas.
- Spelling Bee:** The percentage of the number of words the student spelled correctly on the first try is returned. If a student spells 100% of the words correctly on the first attempt, they receive 100% of the points you allocated for the assignment in Canvas.
- Quiz:** The percentage of the number of questions the student answered correctly is returned.

Using the SpeedGrader to view assignment submissions (fig.6)

- If you'd like to see more details of how each student completed the assignment, including the words and questions that the student struggled with, you can use the Canvas “SpeedGrader” to view each student’s individual assignment submissions.
- From the SpeedGrader, you can see each submission for every student that completed the assignment.



# Vocabulary.com Software Survey

230  
Responses

02:18  
Average time to complete

Active  
Status

  
Ideas

## 1. School and/or Department Name

230  
Responses

Latest Responses  
"Broward "  
"croisant park elem"  
"Reading/PARKAY MIDDLE SCHOOL"

## 2. Please rate the Vendor's overall performance.

230  
Responses

★ ★ ★ ★ ★  
4.63 Average Rating

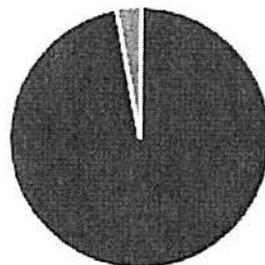
## 3. Please rate the effectiveness of this software in developing the vocabulary skills throughout the District.

228  
Responses

★ ★ ★ ★ ★  
4.53 Average Rating

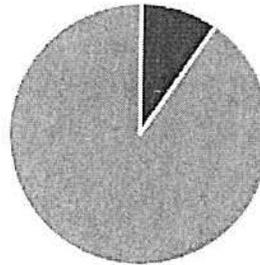
## 4. Is the software user friendly?

<input checked="" type="radio"/> Yes	223
<input type="radio"/> No	7



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

<input type="radio"/> Yes	22
<input type="radio"/> No	208



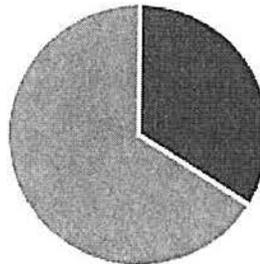
6. If you answered "yes" to question 5, please explain.

22  
Responses

Latest Responses

7. Would you suggest any improvements for the software?

<input type="radio"/> Yes	78
<input type="radio"/> No	152



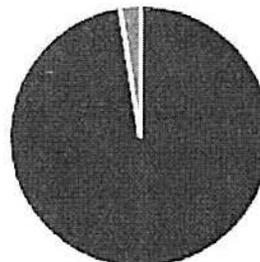
8. If you answered "yes" to question 7, please explain.

78  
Responses

Latest Responses

9. Would you use this Vendor again?

<input type="radio"/> Yes	224
<input type="radio"/> No	6



10. Please include any additional comments about this software.

230 Responses	Latest Responses
	"NA"
	"n/a"
	"JACQUELINE PEART"